

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		<i>Form Approved</i> OMB No. 9000-0002 <i>Expires Oct 31, 2001</i>									
The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.											
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.											
1. SOLICITATION NUMBER N00164-01-R-0059	2. (X one) <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none;">a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/></td> <td style="border: none;">b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none;">c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 2:00 PM EST on 14 May 2001			
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)										
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)										
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)										
INSTRUCTIONS NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations. 1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7. 2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001. 3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document. 4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".											
4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> Commander, S. Wikle Code 1162ND, B. 108 NAVSURFWARCENDIV, 300 Highway 361 Crane, IN 47522-5001	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> 9MM SESAMS Marking Cartridge manufactured IAW Hybrid Spec (OEMC SPEC 00021 dated January 2001) and various U.S. Army Armament Research and Development Center drawings.										
6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input checked="" type="checkbox"/></td> <td style="border: none;">a. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none;">b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none;">c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none;">d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</td> </tr> </table>			<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED	<input type="checkbox"/>	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	
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<input type="checkbox"/>	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____										
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____										
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.										
7. ADDITIONAL INFORMATION Previous History: N00164-96-D-0028 to Simunition. Competitive award. Prices were: Year 1- \$0.3352 each, qty of 1,151,400; Year 2 - \$0.3452 each, qty of 988,000 each; Year 3 - \$0.3556 each, qty of 988,000 each; Year 4 - \$0.3663 each, qty of 988,000 each; Year 5 - \$0.3773 each, qty of 1,045,000 each.											
8. POINT OF CONTACT FOR INFORMATION <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;"> a. NAME <i>(Last, First, Middle Initial)</i> Wikle, Sherry </td> <td style="border: none; width: 60%;"> b. ADDRESS <i>(Include Zip Code)</i> Commander, S. Wikle Code 1162ND, B. 108 NAVSURFWARCENDIV, 300 Highway 361 Crane, IN 47522-5001 </td> </tr> <tr> <td style="border: none;"> c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 812-854-3691 </td> <td style="border: none;"> d. E-MAIL ADDRESS wikle_s@crane.navy.mil </td> </tr> </table>			a. NAME <i>(Last, First, Middle Initial)</i> Wikle, Sherry	b. ADDRESS <i>(Include Zip Code)</i> Commander, S. Wikle Code 1162ND, B. 108 NAVSURFWARCENDIV, 300 Highway 361 Crane, IN 47522-5001	c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 812-854-3691	d. E-MAIL ADDRESS wikle_s@crane.navy.mil					
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9. REASONS FOR NO RESPONSE <i>(X all that apply)</i> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 33%;"> <input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS </td> <td style="border: none; width: 33%;"> <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED </td> <td style="border: none; width: 33%;"> <input type="checkbox"/> e. OTHER <i>(Specify)</i> </td> </tr> <tr> <td style="border: none;"> <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S) </td> <td colspan="2" style="border: none;"></td> </tr> <tr> <td style="border: none;"> <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT </td> <td colspan="2" style="border: none;"></td> </tr> </table>			<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)			<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT		
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<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)											
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT											
10. MAILING LIST INFORMATION <i>(X one)</i> WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.											
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>									
c. ACTION OFFICER <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;"> (1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i> </td> <td style="border: none; width: 60%;"> (2) TITLE </td> </tr> <tr> <td style="border: none;"> (3) SIGNATURE </td> <td style="border: none;"> (4) DATE SIGNED <i>(YYYYMMDD)</i> </td> </tr> </table>			(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE	(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>					
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(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>										

DD FORM 1707 (BACK), JAN 2001

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00164-01-R-0059	
DATE (YYYYMMDD)	LOCAL TIME
20010514	2:00 PM

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A60	PAGE OF 1 104 PAGES		
2. CONTRACT NO.	3. SOLICITATION NO. N00164-01-R-0059	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12 APR 2001	6. REQUISITION/PURCHASE NO. 1039-5016+		
7. ISSUED BY CODE Contracting Officer, S. Wikle, Code 1162ND, B. 108 NAVSURFWARCEMDIV, 300 Highway 361 Crane, In 47522-5001		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in B. 108 until 2:00 PM EST local time 14 May 2001. (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. PRO INFORMATION A. NAME CALL: S. Wikle		B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 812-854-3691					
11. TABLE OF CONTENTS							
(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	20
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	10	X	J	LIST OF ATTACHMENTS	40
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	87
X	F	DELIVERIES OR PERFORMANCE	14	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	96
X	G	CONTRACT ADMINISTRATION DATA	18	X	M	EVALUATION FACTORS FOR AWARD	101
X	H	SPECIAL CONTRACT REQUIREMENTS	19				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%
(See Section I, Clause No. 52-232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)			
15B. TELEPHONE NO. (Include area Code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 23204(c) () [] 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE	ITEM	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE			
(Signature of Contracting Officer)							
IMPORTANT - Award will be made on the Form, or Standard Form 28, or by other authorized official written notice.							
NSN 7540-01-152-8064 PREVIOUS EDITION NOT USABLE		33-132		STANDARD FORM 33 (REV. 4-85) Prescribed by GSA FAR (48 CFR) 53.214(c)			

SECTION "B"

Pricing is hereby requested on an Indefinite Quantity of each item in the schedule in accordance with each Contract Line Item. The maximum quantity to be purchased throughout the life of the contract is also specified in the schedule for each Contract Line Item. The minimum quantity of each line item will be purchased at time of contract award. There will be no order guaranteed above the stated minimum quantity. The maximum quantity includes the minimum quantity.

You are hereby requested to provide pricing for a 5-year period. Each year consists of 365 calendar days starting the day of contract award. Different prices are acceptable for each year.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENDED PRICE</u>
Lot 1 – With First Articles					
0001	First Article – 9MM SESAMS Marking Cartridge (Red, AA12) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021 dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. First Articles will be destroyed during testing; therefore, no deliverables due except First Article Test Inspection Report, CDRL A005. NSN 1305-01-439-9717	1	LO	\$ _____	\$ _____
0002	Minimum Quantity – 9MM SESAMS Marking Cartridge (Red, AA12) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021 dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-439-9717	2,795,000 (minimum)	EA	\$ _____	\$ _____
0003	Maximum Quantity – 9MM SESAMS Marking Cartridge (Red, AA12) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021 dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-439-9717	21,070,668 (maximum)	EA	\$ <u>NSP</u>	\$ <u>NSP</u>
0003AA	First Year Indefinite Quantity, same description as 0003.	N/A		\$ <u>See Pricing</u> <u>Matrix Below</u>	\$ <u>N/A</u>
0003AB	Second Year Indefinite Quantity, same description as 0003.	N/A		\$ <u>See Pricing</u> <u>Matrix Below</u>	\$ <u>N/A</u>
0003AC	Third Year Indefinite Quantity, same description as 0003.	N/A		\$ <u>See Pricing</u> <u>Matrix Below</u>	\$ <u>N/A</u>
0003AD	Second Year Indefinite Quantity, same description as 0003.	N/A		\$ <u>See Pricing</u> <u>Matrix Below</u>	\$ <u>N/A</u>
0003AE	Third Year Indefinite Quantity, same description as 0003.	N/A		\$ <u>See Pricing</u> <u>Matrix Below</u>	\$ <u>N/A</u>

Pricing Matrix for CLIN 0003 --

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0004	First Article – 9MM SESAMS Marking Cartridge (Blue, AA21) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. First Articles will be destroyed during testing; therefore, no deliverables are due except First Article Test Inspection Report, CDRL A005. NSN 1305-01-449-3208	200	EA	\$ _____	\$ _____
0005	Minimum Quantity – 9MM SESAMS Marking Cartridge (Blue, AA21) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-449-3208	2,795,000 (minimum)	EA	\$ _____	\$ _____
0006	Maximum Quantity – 9MM SESAMS Marking Cartridge (Blue, AA21) manufactured in accordance with Hybrid (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-449-3208	20,070,668 (maximum)	EA	\$ <u>NSP</u>	\$ <u>NSP</u>
0006AA	First Year Indefinite Quantity, same description as 0006.	N/A		\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AB	Second Year Indefinite Quantity, same description as 0006.	N/A		\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AC	Third Year Indefinite Quantity, same description as 0006.	N/A		\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AD	Second Year Indefinite Quantity, same description as 0006.	N/A		\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AE	Third Year Indefinite Quantity, same description as 0006.	N/A		\$ <u>See Pricing</u>	\$ <u>N/A</u>

Matrix Below

Pricing Matrix for CLIN 0006 --

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0007	Minimum Quantity – 9MM SESAMS Marking Cartridge (Other) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto.	0 EA (minimum)	\$ _____	\$ _____
0008	Maximum Quantity – 9MM SESAMS Marking Cartridge (Other) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto.	15,000,000 EA (maximum)	\$ <u>NSP</u>	\$ <u>NSP</u>
0008AA	First Year Indefinite Quantity, same description as 0008.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0008AB	Second Year Indefinite Quantity, same description as 0008.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0008AC	Third Year Indefinite Quantity, same description as 0008.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0008AD	Second Year Indefinite Quantity, same description as 0008.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0008AE	Third Year Indefinite Quantity, same description as 0008.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>

Pricing Matrix for CLIN 0008--

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0009 Data for CLINs 0001 through 0008 in accordance with DD Forms 1423-1, Exhibit "A", in Section "J". 1 lo NSP NSP

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Lot 2 – Without First Articles				
0001	Minimum Quantity – 9MM SESAMS Marking Cartridge (Red, AA12) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-439-9717	2,795,000 EA (minimum)	\$ _____	\$ _____
0002	Maximum Quantity – 9MM SESAMS Marking Cartridge (Red, AA12) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-439-9717	21,070,668 EA (maximum)	\$ <u>NSP</u>	\$ <u>NSP</u>
0002AA	First Year Indefinite Quantity, same description as 0002.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0002AB	Second Year Indefinite Quantity, same description as 0002.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0002AC	Third Year Indefinite Quantity, same description as 0002.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0002AD	Second Year Indefinite Quantity, same description as 0002.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0002AE	Third Year Indefinite Quantity, same description as 0002.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>

Pricing Matrix for CLIN 0002--

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0003	Minimum Quantity – 9MM SESAMS Marking Cartridge (Blue, AA21) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-449-3208	2,795,000 EA (minimum)	\$ _____	\$ _____
0004	Maximum Quantity – 9MM SESAMS Marking Cartridge (Blue, AA21) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto. NSN 1305-01-449-3208	20,070,668 EA (maximum)	\$ _NSP_	\$ _NSP_
0004AA	First Year Indefinite Quantity, same description as 0004.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0004AB	Second Year Indefinite Quantity, same description as 0004.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0004AC	Third Year Indefinite Quantity, same description as 0004.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0004AD	Second Year Indefinite Quantity, same description as 0004.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0004AE	Third Year Indefinite Quantity, same description as 0004.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>

Pricing Matrix for CLIN 0004-

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0005	Minimum Quantity – 9MM SESAMS Marking Cartridge (Other) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto.	0 EA (minimum)	\$ _____	\$ _____
0006	Maximum Quantity – 9MM SESAMS Marking Cartridge (Blue) manufactured in accordance with Hybrid Specification (OEMC SPEC 00021dated January 2001) and various U.S. Army Armament Research and Development Center drawings attached hereto.	15,000,000 EA (maximum)	\$ <u>NSP</u>	\$ <u>NSP</u>
0006AA	First Year Indefinite Quantity, same description as 0006.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AB	Second Year Indefinite Quantity, same description as 0006.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AC	Third Year Indefinite Quantity, same description as 0006.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AD	Second Year Indefinite Quantity, same description as 0006.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>
0006AE	Third Year Indefinite Quantity, same description as 0006.	N/A	\$ <u>See Pricing Matrix Below</u>	\$ <u>N/A</u>

Pricing Matrix for CLIN 0006

<u>Quantity</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
2,000,000 each – 2,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,250,001each – 2,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,500,001each – 2,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2,750,001each – 3,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,000,001each – 3,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,250,001each – 3,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,500,001each – 3,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3,750,001each – 4,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,000,001each – 4,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,250,001each – 4,500,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4,500,001each – 4,750,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

4,750,001each – 5,000,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5,000,001each – 5,250,000 each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0007 Data for CLINs 0001 through 0006 in accordance with DD Forms 1423-1, Exhibit "A", in Section "J". 1 lo NSP NSP

SECTION "B" NOTES:

- (1) List your Commercial and Government Entity (CAGE) Code and Contractor Establishment Code (DUNS number) in Block 15a of Page 1.
- (2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with Federal Acquisition Regulation (FAR) 15.406-1(b).
- (3) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer
Crane Division, Naval Surface Warfare Center
Attn: Ms. S. Wikle, Code 1162ND, Bldg. 108
300 Highway 361
Crane, IN 47522-5011

Or through electronic mail at wikle_s@crane.navy.mil

- (4) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522-5001.
- (5) Delivery orders shall be placed against this contract by the Government using a DD 1155 format.
- (6) Delivery orders placed under this contract will be placed by the Government no later than 5 years after the effective date of contract award.

FIRST ARTICLE WAIVER (5302)

The Government reserves the right to waive first article testing and approval if supplies similar or identical to those called for have been previously delivered by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded.

FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity. (see FAR clause 52.209-4)

ORDERING -- ADDITIONAL INFORMATION – (5306)

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), and Crane, IN 47522-5001.

Delivery orders shall be placed against this contract using a DD 1155 format. Delivery orders placed under this contract shall be placed no later than 5 years after the effective date of the contract.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) – (5316)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at

the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Hybrid Specification (OEMC Spec 00021) for the Cartridge, Subcaliber 9mm, and Marking dated January 2001 – 14 pages (See Section "J")

Contract Quality Requirements (CQR-001) dated December 1998 – 3 pages (See Section "J")

ITEM(S) all - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - (5410)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "pre-production model(s)" and "pre-production equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods, which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.*

WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)(5417)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under contract: N00164-96-D-0028 .

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129N and MIL-STD-644A.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above-cited MIL-STD for marking of assorted (related-unrelated) items.

MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129N, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Code 4033, Bldg. 2390

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit "A".

INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (5606)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant Government DCM representative at the contractor's or subcontractor's plant located at to be determined (TBD). The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by a Government technical representative within 30 days after receipt of supplies at Destination.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

ACCEPTANCE VERIFICATION (5608)

The Government shall accept/reject supplies to be provided hereunder within 30 days after receipt of supplies at Destination.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995) (5611)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

SECTION "F" - DELIVERIES OR PERFORMANCEPART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Delivery of Excess Quantities (Sep 1989)	52.211-17
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34
F.o.b. Point for Delivery of Governmen-Furnished Property (Apr 1984)	52.247-55

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Change in Place of Performance—Ammunition and Explosives (Dec 1991)	252.223-7003

CLAUSES IN FULL TEXT

TIME OF DELIVERY (APR 1984) (FAR 52.212-1)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY/UNIT</u>	<u>WITHIN DAYS FROM EFFECTIVE DATE OF CONTRACT</u>
LOT 1 – WITH FIRST ARTICLES		
<u>0001</u>	<u>200 EA</u>	<u>180 DAYS</u>
<u>0002</u>	<u>2,795,000 EA (MIN.) (Red)</u>	2,188,800 each within 150 days after First Article approval. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0003</u>	<u>21,070,668 EA (MAX.) (Red)</u>	2,188,800 each within 150 days after First Article approval. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0004</u>	<u>200 EA</u>	<u>180 DAYS</u>

<u>0005</u>	<u>2,795,000 EA (MIN.) (Blue)</u>	2,188,800 each within 150 days after First Article approval. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0006</u>	<u>20,070,668 EA (MAX.) (Blue)</u>	2,188,800 each within 150 days after First Article approval. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0007</u>	<u>0 EA (MIN.) (Other)</u>	<u>Not Applicable</u>
<u>0008</u>	<u>15,000,000 EA (MAX.) (Other)</u>	2,188,800 each within 150 days after First Article approval. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0009</u>	<u>1 LO</u>	<u>IAW DD Form 1423-1</u>

LOT 2 – WITHOUT FIRST ARTICLES

<u>0001</u>	<u>2,795,000 EA (MIN.) (Red)</u>	2,188,800 each within 150 days after D.O. award. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0002</u>	<u>21,070,668 EA (MAX.) (Red)</u>	2,188,800 each within 150 days after D.O. award. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0003</u>	<u>2,795,000 EA (MIN.) (Blue)</u>	2,188,800 each within 150 days after D.O. award. Residual quantity at a rate of 2,188,880 each every 150 days thereafter until <u>completion of D.O.</u>
<u>0004</u>	<u>20,070,668 EA (MAX.) (Other)</u>	2,188,800 each within 150 days after D.O. award.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or

otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will/may be considered unacceptable and rejected.

VARIATION IN QUANTITY (APR 1984) (FAR 52.212-9)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to: $\frac{1}{1}$ Percent increase
 $\frac{1}{1}$ Percent decrease

This increase or decrease shall apply to items (all) .

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

COMMANDER
ATTN: NONA BRADLEY, B. 2390
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE, IN 47522-5011
Mark For: CODE 4033

RECEIVING FACILITY SCHEDULE FOR A, A & E (5709)

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility is normally closed Friday, Saturday, and Sunday.

SECTION "G" - CONTRACT ADMINISTRATION DATA**PART I****CLAUSES IN FULL TEXT****SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ___ a separate invoice for each activity designated to receive the supplies or services.
- X a consolidated invoice covering all shipments delivered under an individual order.
- ___ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

- (a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

- (b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE: COMMANDER, MS. S. WIKLE
 ATTN: CODE 1162ND BLDG 108
 NAVAL SURFACE WARFARE CENTER
 CRANE DIVISION
 CRANE IN 47522-5011
 Telephone No. 812-854- 3691

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

<u>GFM</u>	<u>Quantity</u>	<u>Value</u>
Rifle, 5.56 millimeter (NSN 1005-01-411-0328)	2 each	\$490.00 each
Pistol, MEUSOC, .45 Cal (NSN 1005-01-370-7353)	2 each	\$600.00 each
M548 Containers	*	\$ 23.82 each

*NOTE: The appropriate quantity of M548 Containers will be supplied to the contractor and will be identified on each delivery order.

**NOTE: The M4A1 Carbine Adapter Kit will NOT be provided by the Government as GFM.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CS 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

SECTION "I" - CONTRACT CLAUSES

PART I

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PART II

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CLAUSES IN FULL TEXT

FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)

(a) The Contractor shall test 200 unit(s) of Red and 200 units of Blue in Lot 1/Item(s) 0001 as specified in this contract. At least 21 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 7 calendar days after completion of First Article testing to Commander, Code 4033, B. 3212, NAVSURFWARCENDIV, 300 Highway 361, Crane, Indiana 47522 marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot 1/Item No. 0001." Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

Alternate I (Jan 1997)

- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract award through 5 years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 2,000,000 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 5,250,000 each

(2) Any order for a combination of items in excess of 15,000,000 each;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years plus 120 days from the effective date of the contract.

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1999)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent

with 13 CFR 124, Subpart B; and

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" mean the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of _____ [Contracting Officer insert the percentage] percent to the price of all offers, except-

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O.11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

VALUE ENGINEERING (FEB 2000) (FAR 52.248-1)

As prescribed in 48.201, insert the following clause:

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this

contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

- (i) In deliverable end item quantities only;
- (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP.The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer **[will]** notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer **[will]** notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it **[will]** not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer **[will]** notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government.

The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The [] decision to accept or reject all or part of any VECP **[is a unilateral decision made solely at the discretion of the Contracting Officer.]**

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon --

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
 - (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
 - (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
- (g) *Calculating net acquisition savings.*
- (1) Acquisition savings are realized when
 - (i) the cost or price is reduced on the instant contract,
 - (ii) reductions are negotiated in concurrent contracts,
 - (iii) future contracts are awarded, or
 - (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).
 Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
 - (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
 - (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
 - (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall

reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts -- add to contract price.
 - (ii) Cost-reimbursement contracts -- add to contract fee.

(i) *Concurrent and future contract savings.*

- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, **[the Contracting Officer will increase]** the instant contract amount[], as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings **[will]** not exceed[] the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or [] \$100,000, whichever is greater. The Contracting Officer **[will]** be the sole determiner of the amount of collateral savings[].

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the

following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 2000) (DFARS 252.211-7005)

(a) * * * Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any Hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007) (Feb 1996)

(a) *Definitions.*

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) *The requirements* of DOD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
9MM SESAMS Marking Cartridge (Red)	1305-01-439-9717 DODIC/NALC AA12	I
9MM SESAMS Marking Cartridge (Blue)	1305-01-449-3208 DODIC/NALC AA21	I
9MM SESAMS Marking Cartridge (Other)	To Be Determined	I

(c) The Contractor shall comply with the requirements of DOD 5100.76-M, as specified in the statement of work. The edition of DOD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) (DFAR 252.227-7013)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a

computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data;

and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
- (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-
 - (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
 - (B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (iv) The Contractor has the exclusive right, including the right to license others, to use technical data in

which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be

marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No.

_____(Insert contract number)_____, License No. _____(Insert license identifier)_____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when-

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
 - (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.
- (k) *Applicability to subcontractors or suppliers.*
- (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.
 - (2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.
 - (3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.
 - (4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.
 - (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

STANDARD COMMERCIAL WARRANTY (NAVSURFWARCENDIV)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ___ months. (Offeror is to insert number.)

HAZARDOUS MATERIALS (NAVSURFWARCENDIV) (6002)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation Parts 100-199

- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES (NAVSURFWARCENDIV) (6003)

NOTE: Government Furnished Material in this contract consists of Category N/A and Category N/A weapons and Category 1.4(s) ammunition. Supplies procured under this contract are Category N/A hazardous material.

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives".

PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES (JAN 1992) (NAVSURFWARCENDIV) (6004)

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFARS 252.223-7001.

Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

PERFORMANCE EVALUATION (6008)

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:
Quality; Timeliness of Performance; Business Relations; Customer Satisfaction

NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder.

SECTION "J" - LIST OF ATTACHMENTS**Exhibit "A"** - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Inspection and Test Plan)	12 Feb 01	1
CDRL A002 (Test/Inspection Reports)	12 Feb 01	1
CDRL A003 (Ammunition Data Card)	12 Feb 01	1
CDRL A004 (Configuration Management Plan)	05 MAR 01	1
CDRL A005 (First Article Test Inspection Report)	05 MAR 01	1

Attachments -

(1) Hybrid Specification (OEMC Spec. 00021) for the Cartridge, Subcaliber 9mm, and Marking	JAN 01	14
(2) Contract Quality Requirements (CQR-001)	DEC 98	3
(3) Data Item Description (DID) DI-QCIC-81110	12 DEC 90	2
(4) Data Item Description (DID) DI-NDTI-80809B	12 JAN 97	4
(5) Data Item Description (DID) DI-MISC-80043A	22 MAY 98	12
(6) Data Item Description (DID) DI-CMAN-80858A	17 APR 92	1
(7) U.S. Army Armament Research and Development Center, Shipping and Storage Container, M548, Drawing 19200-7258943	25 NOV 69	1
(8) U.S. Army Armament Research and Development Center, Body Assembly, Drawing 19200-7258944	25 NOV 69	1
(9) U.S. Army Armament Research and Development Center, Cover Assembly, Drawing 19201-7258945	25 NOV 69	1
(10) Figure 1: M548 Shipping and Storage Containers on Size A MIL-P-15011J Pallet	No Date	1
(11) Figure 2: Filler Assembly and Support Gate Used in Palletizing M549 Shipping & Storage Containers	No Date	1
(12) General DD Form 1423 Glossary	23 JUL 90	7

Note: The referenced Glossary is not provided with this solicitation but may be accessed at the Crane Internet Homepage at <http://www.crane.navy.mil>

**SPECIFICATION
FOR
SESAMS IDIQ**

CRANE DIVISION
NAVAL SURFACE WARFARE CENTER
ORDNANCE ENGINEERING DIRECTORATE (40)
MARINE CORPS & AMMO LOGISTICS DEPARTMENT (403)
MARINE CORPS AMMUNITION BRANCH (4033)

	ACTIVITY APPROVALS	CODE	DATE
PREPARER	<i>Donald B. Peters</i>	403DP	<i>05 Feb 2001</i>
ACQUISITION MANAGER	<i>Robert R. Jones</i>	4033A	<i>6 Feb 01</i>
403 PROCUREMENT REP.	<i>Nona Bradley</i>	403NB	<i>7/5/01</i>
40 QAQUALITY MANAGER	<i>Wendy T. Feltz</i>	4021	<i>2/16/01</i>
DEPARTMENT DIRECTOR	<i>John A. Smith</i>	403	<i>2-6-01</i>

DISTRIBUTION STATEMENT C. Distribution Authorized to U.S. Government agencies and their contractors (for Administrative Use) (August 31, 1999) -- Other request for this document shall be referred to: COMMANDER, CODE 4033, BLDG 3212, NAVSURFWARCENDIV CRANE, IN 47522-5001.

OEMC SPEC 00021

HYBRID SPECIFICATION FOR
CARTRIDGE, SUBCALIBER 9MM, MARKING

CRANE DIVISION, NAVAL SURFACE WARFARE CENTER
ORDNANCE ENGINEERING DIRECTORATE
MARINE CORPS AMMUNITION AND LOGISTICS DEPARTMENT
AMMUNITION BRANCH (CODE 4033)
CRANE IN 47522-5001

JANUARY 2001

DISTRIBUTION STATEMENT C. Distribution authorized to U.S. Government agencies and their contractors (for Administrative Use) (August 31, 1999) - Other requests for this document shall be referred to: COMMANDER, CODE 4033 BLDG 3212, NAVSURFWARCENDIV, 300 Highway 361, CRANE IN 47522-5001.

DESTRUCTION NOTICE. For unclassified, unlimited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

Note: This specification updates and changes original specification HS/2024/C96/1062 REV A 09 JUNE 99

OEMC SPEC 00021

1. SCOPE.

1.1 This Hybrid Specification establishes the requirements for the Cartridge, Subcaliber 9mm, and Marking. This ammunition shall be referred to herein as 9mm Marking Ammunition or 9mm Marking Cartridges.

2. APPLICABLE DOCUKENTS

2.1 Government Documents. The following documents form a part of this specification to the extent specified herein. In the event of a conflict between this specification and other documents referenced herein, requirements of this specification shall apply.

SPECIFICATIONS

Military:

MIL-T-1356OD Notice 2	Targets, Pasteboard and Polyethylene
MIL-P-15011J	Pallets, Material Handling, Wood Post Construction, 4-Way Entry
MIL-I-45607C Notice 3	Inspection Equipment, Acquisition, Maintenance and Disposition of
MIL-L-63460D Amendment 6	Lubricant, Cleaner and Preservative for Weapons and Weapon Systems

STANDARDS:

Military:

MIL-STD-129N	Marking for Shipment and Storage
MIL-STD-636 Change Notice 4	Visual Inspection Standards for Small Arms Ammunition Through Caliber .50
MIL-STD-644A Change Notice 5	Visual Inspection Standards and Inspection Procedures for Inspection of Packaging, Packing and Marking of Small Arms Ammunition
MIL-STD-1168B	Ammunition Lot Numbering and Ammunition Data Card
MIL-STD-1322A Notice 4	Unit Loads of Ammunition and Explosives for Domestic and Overseas Shipment

OEMC SPEC 00021**MANUALS:****Military:**

DOD 4145.26M
Change Notice 2

DOD Contractors' Safety Manual for
Ammunition and Explosives

DRAWINGS:U.S. Army Armament Research and Development Command:

19201-7258943

Shipping and Storage Container, M548

ORDNANCE PROCEDURES (OPs)Naval Sea Systems Command: (Government Activities only - see note following paragraph 6.1.)

NAVSEA OP 5
Volume 1 Rev 6
Change 1

Ammunition and Explosives Ashore - Safety Regulations
for Handling, Storing, Production, Renovation and
Shipping

(Copies of specifications, standards and publications required by suppliers in connection with specific procurement functions should be obtained from Commanding Officer, Naval Publications and Forms Center (Code 105), 5801 Tabor Ave., Philadelphia, PA 19120. If not available, advise contracting activity.)

2.2 Non-Government Documents. The following documents form a part of this specification to the extent specified herein. In the event of conflict between this specification and other documents referenced herein, the requirements of this specification shall apply.

ANSI/ASQC Z1.4
ASQ A8402

Sampling Procedures and Tables for Inspection by Attributes
Quality Management and Quality Assurance - vocabulary

(Copies of industry and technical society publications required by suppliers in connection with specific procurement functions should be obtained directly from the source. If not available, advise contracting activity.)

3 REQUIREMENTS**3.1 General.**

3.1.1 Item Definition. The cartridge described by this specification is a subcaliber 9mm Marking Cartridge. It shall be used in the following weapons when said weapons are modified by the installation of the appropriate Simunition FX™ Marking Cartridge Adapter Kit:

- Sig Sauer P226 Pistol with standard slide (Sig Sauer Part Number 260404)
- M9 Pistol
- M4A1 Carbine
- USMC .45 MEUSOC Pistol

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- M16A1, A2 or A3 Rifles

The cartridge is required to function in any weapon when the weapon is modified by the installation of a Simunition FX™ Marking Cartridge Adapter Kit, designed for that weapon. The cartridges (used in conjunction with the weapon adapter kits) are used for force on force training where personnel fire upon each other with no serious injury or lasting effects.

3.1.2 Precedence. The cartridge shall comply in order of precedence with the contract, this specification and documents referenced herein.

3.1.3 Performance Requirements. The cartridge must meet all of the following performance requirements:

3.1.3.1 The cartridge shall function, with a maximum 3% failure rate, when tested at $70^{\circ} \pm 5^{\circ}\text{F}$, in any weapon that has been modified by the installation of a Simunition FX™ Marking Cartridge Adapter Kit designed for that weapon. The M4A1 Carbine shall be used to conduct the function and casualty test required in Lot Acceptance Testing. Function and Casualty tests shall be conducted in the semi- and full-automatic modes in compliance with paragraph 4.8.2.1, and Appendix A of this specification.

3.1.3.2 The projectile, when fired from any weapon modified by the installation of the appropriate Simunition FX™ Marking Cartridge Adapter Kit, shall not penetrate a Pasteboard and Polyethylene silhouette made in accordance with MIL-T-13560D at a distance of 36 ± 2 inches.

3.1.3.3 The projectile, when fired from any weapon modified by the installation of the appropriate Simunition FX™ Marking Cartridge Adapter Kit, shall not fracture or break 0.060 thick lexan or the lens of a JT Spectra System™ Face Mask or Scott Extreme Stalker™ Face Mask, when temperature conditioned at $32^{\circ} \pm 5^{\circ}\text{F}$, at a distance of 12 ± 1 inches.

3.1.3.4 The cartridge shall be propelled by a small pistol primer and a minimum amount of propellant necessary to meet function and penetration requirements. The maximum average velocity of any 20 round group, fired from any weapon modified by the installation of the appropriate Simunition FX™ Marking Cartridge Adapter Kit, shall not exceed 550 FPS.

3.2 Test Data Requirements. For each lot of cartridges delivered to the Government, the contractor shall furnish data and reports generated during the performance of the tests and inspections required under section 4 and Appendices A through C. Unless otherwise specified, the test data shall be prepared in accordance with the contractor's format and data sheets. As a minimum, the test data shall include the following information:

- Contract Number (including Delivery Order Number, if applicable)
- Ammunition Lot Number, lot size, and lot number of each component.
- Date(s) of test.
- Manufacturer(s) and nomenclature(s) of component(s) or assembly being tested
- Tabulated data showing exact measured values of each test sample (if applicable)
- Results of tests (summation and analyses), including actual and corrected averages, extreme variation, standard deviation, etc., as applicable.
- Specification limits and accept/reject criteria.
- Names of personnel conducting test.
- Signature of responsible officer representing contractor.
- Description of test apparatus and equipment including manufacturer's names, serial numbers, calibration data, expiration date of calibration, etc., as applicable.
- Conditions of test (such as temperature, relative humidity, wind velocity and direction, etc.) as applicable
- Notes of all incidents of the testing (such as irregular functioning of the samples or equipment and adjustments or corrective measures)
- Any additional test data and certifications specifically identified in other paragraphs or in the

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- appendices of this specification
- n. Manufacturer, nomenclature, and specification sheet for the propellant, including chemical composition percentages and physical characteristics. Submit with each First Article Sample (if required) and first Lot Acceptance Test report
 - o. Manufacturer, nomenclature and type of primer.

The contractor shall furnish copies of the test and inspection data / reports as specified by the contract or delivery order.

3.3 Components.

3.3.1 Projectile. The projectile shall be constructed of plastic material encasing a red, or blue-colored water-soluble liquid or paste type material capable of producing a mark upon impact. Shelf life of marking material applies to the material's ability to mark on impact, and has no bearing on the cartridge functional reliability. The marking material shall have a minimum shelf life of 18 months from the date of cartridge assembly, provided the cartridges are stored in an unopened, contractor sealed M548 ammunition shipping and storage container. The projectile shall weigh no more than 8.0 grains. The projectile diameter shall be a minimum of 0.297 and a maximum of 0.302 inches. Specific projectile weight and diameter shall be such that the cartridge meets the requirements of paragraphs 3.1.3 through 3.1.3.4 of this specification.

3.3.2 Propellant. The Propellant used in the subcaliber 9mm marking cartridge shall be a double-base (nitrocellulose I nitroglycerin) composition with grains in flake configuration. Nominal charge weight shall be established by the manufacturer to meet performance requirements.

3.4 Complete Cartridge.

3.4.1 Primer Seating Depth. The primer shall be seated from 0.000 (flush) to 0.008 inch below the face of the cartridge case bead. The primer shall be staked or crimped in place 360 degrees circular. The contractor shall test the primer seating depth in accordance with paragraph 4.8.1 and Appendix B.

3.4.2 Ballistics Tests.

3.4.2.1 Function and Casualty. The cartridge shall not exhibit a failure rate which exceeds 3%, (three (3) failures per one hundred (100) rounds), when conditioned at $70^{\circ} \pm 5^{\circ} \text{F}$. The contractor shall test the cartridges in accordance with paragraph 4.8.2.1 and Appendix A, using weapon type (the M4A1 Carbine). The test weapons shall not be modified except for the installation of U.S. Navy / Marine Corps version of the Simunition FX™ Adapter Kit designed for that weapon.

3.4.2.2 Penetration. The projectile shall not penetrate a Pasteboard and Polyethylene silhouette made in accordance with MIL-T-13560D, when the cartridge is fired from a stand-off distance of 36 ± 2 inches from the muzzle of the weapon. The angle of impact shall be 0° obliquity. There shall also be no penetrations or fractures when the projectile is fired from a distance of 12 ± 1 inches at 0.060 inch lexan or the lens of a JT Spectra System™ Face Mask or Scott Extreme Stalker™ Face Mask. These face masks have lexan lenses which are a minimum of 0.060 inch thick, as approved by the American Paint ball League. Testing shall be in accordance with paragraph 4.8.2.2 and Appendix C.

3.4.3 Workmanship. Metallic components and the completed cartridge shall be free from folds, wrinkles, deep draw scratches, scaly metal, dents, burrs and other defects. All components and the completed cartridge shall be free of foreign material including, but not limited to, corrosion, stains, dirt, oil, grease, smears of lacquer and metal chips. The cartridge and components shall meet the visual standards requirements of MIL-STD-636 for caliber .45 cartridges. Classification of individual visual and workmanship characteristics shall be as defined by MIL-STD-636.

4. QUALITY ASSURANCE PROVISIONS.

4.1 Responsibility for Inspection and Testing. Unless otherwise specified herein, in the contract or in

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the purchase/delivery order, the supplier is responsible for the performance of all inspection and test requirements as specified herein. Except as otherwise specified, the supplier may utilize his own facilities or any commercial facility acceptable to the Government. The Government reserves the right to perform any of the inspections and tests set forth in this specification where such inspections and tests are deemed necessary to ensure that supplies and services conform to prescribed requirements. Unless otherwise specified herein, in the contract or in the purchase/delivery order, all inspection and test equipment (including test barrels, weapons and adapter kits) shall be supplied and maintained by the contractor in accordance with MIL-I-45607C.

4.2 Responsibility for Compliance. The cartridge shall meet all requirements of sections 3 and 5. The inspections set forth in this specification shall become a part of the contractor's overall inspection and quality program. In accordance with the contractor inspection and quality program the contractor shall draft a Inspection and Test Plan for the 9mm subcaliber marking cartridge. The absence of any inspection requirements in the specification shall not relieve the supplier of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling inspection, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements; however, this does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to accept defective material.

4.3 Quality Assurance Terms and Definitions. Reference shall be made to ASO 8402 for definitions of quality assurance terms.

4.4 Lot Formation. Each sample from a production lot of cartridges shall be submitted in accordance with ASQ Z1.4. Each production lot shall be assigned a lot number in accordance with MIL-STD-1168B. Only one type and weight of propellant shall be used in a production lot of cartridges. Each production lot shall contain no more than two lots of primers, one lot of propellant and two lots of cartridge cases. Individual components manufactured by more than one contractor shall not be used in a production lot of cartridges.

4.5 Sample Selection.

4.5.1 Unless otherwise specified, each lot of components and each lot of cartridges shall be inspected and tested in accordance with paragraphs 4.6 through 4.8.2.2, as applicable. Unless otherwise specified all tests shall be conducted with cartridge samples conditioned at $70^{\circ} \pm 5^{\circ}$ F for a minimum of two hours.

4.5.2 All cartridge samples used in Lot Acceptance testing shall be randomly selected in such a manner that the sample is representative of the lot. The cartridges shall be thoroughly mixed before being divided into sample groups for each test.

4.6 Inspection Provisions. Unless otherwise specified inspection shall be in accordance with ASO Z1.4, general inspection level II, single sampling plan for normal inspection. Unless otherwise specified, minor characteristics shall be inspected by characteristic with a 0.65 Acceptable Quality Level (AQL). Sections 3 and 5 requirements that are not annotated as critical or major shall be classified as minor. Unless otherwise specified each lot of components and each lot of cartridges shall be inspected in accordance with section 4 requirements, as applicable.

4.6.1 Workmanship Inspection. Components used in manufacturing cartridges and the finished cartridges shall be visually inspected to determine compliance with paragraph 3.4.3.

4.6.2 100% Inspection of cartridges. During or immediately prior to the packaging operation, 100% inspection of the cartridges shall be performed to ensure that each cartridge is a 9mm Subcaliber Marking cartridge manufactured in accordance with this specification and conforming to the workmanship requirements of paragraph 3.4.3. All nonconforming cartridges shall be rejected.

4.6.3 Packaging, Packing, Palletizing and Marking Inspection. Inspection of packaging, packing, palletizing and marking shall be in accordance with MIL-STD-644A and MIL-STD-129N. The requirements of section 5 shall be met.

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4.7 Marking Liquid/paste Compliance. The projectile shall meet the requirements of paragraph 3.3.1 regarding marking liquid or paste. A contractor certification of compliance with the requirements of paragraph 3.3.1 shall be forwarded with the first Lot Acceptance Test (LAT) report.

4.8 Cartridge Tests. Table I provides the cartridge sample size per lot, and the reference paragraphs for cartridge-level tests.

**TABLE I:
SAMPLE SIZE AND PARAGRAPH REFERENCE
FOR REQUIRED CARTRIDGE TESTS**

Cartridge Test	Sample Size			Paragraph Reference	
	15°F to 19°F	65°F to 75°F	100°F to 105°F	Requirements	Test
Primer Seating Depth		200		3.4.1	4.8.1
Function and Casualty	480	640	480	3.4.2.1	4.8.2.1
Penetration – Face Mask		200		3.1.3.3 3.4.2.2	4.8.2.2
Penetration – Silhouette		100		3.1.3.2 3.4.2.2	4.8.2.2
Total per Temperature Range	480	1140	480		

4.8.1 Primer Seating Depth Test. The primer seating depth test shall be 100% inspection of primer depth at the priming phase of production with qualified equipment and in accordance with paragraph 20.4. Requirements of paragraph 3.4.1 shall be met.

4.8.2 Ballistics Tests.

4.8.2.1 Function and Casualty. The function and casualty test shall be conducted in accordance with Appendix A. The requirements of paragraph 3.4.2.1 shall be met. The function and casualty test shall be conducted with magazines loaded with 20 rounds each, conditioned at the three temperatures specified in Table I above. Accept / Reject data will be taken from the 65°F to 75°F temperature range only. The 15°F to 19°F and 100°F to 105°F temperature range tests are for informational purposes only.

4.8.2.2 Penetration. The penetration test shall be conducted in accordance with Appendix C. Requirements of paragraphs 3.1.3.2, 3.1.3.3 and 3.4.2.2 shall be met.

4.9 Configuration Management. The contractor shall have or establish a configuration management process that will identify the baseline design and allow for changes or deviations of such established baseline design. The contractor shall submit, to the Government, a Configuration Management Plan covering all design components as well as the process by which proposed changes will be generated and submitted (CDRL A004 applies).

OEMC SPEC 00021**5. PREPARATION FOR DELIVERY.**

5.1 **PACKAGING.** For acquisition purposes, the packaging requirements shall be specified in the contract or order. When actual packaging of material is performed by DOD personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activity within the Military Department of defense Agency, or within the Military Department's System Command. Packaging data retrieval is available from the managing Military Department or Defense Agency's automated packaging files, CDROM products, or by contacting the responsible packaging activity.

5.1.1 **Ammunition Data Cards.** For cartridges produced under this contract, Ammunition Data Cards (ADC) shall be prepared in accordance with the Contract Data Requirements List detailed in the contract, and the contract Statement of Work (SOW). If ADC for cartridges would differ in content due to differences in shipment/lots/components/etc., unique Ammunition Data Cards shall be prepared.

6 MISCELLANEOUS

6.1 **Safety Precautions.** The safety precaution requirements of DOD 4145.26M, "Contractor's Safety Manual for Ammunition, Explosives and Related Dangerous Material", are applicable.

6.2 When this specification is used as part of the description of work to be accomplished by a Government activity, the safety precaution requirements of NAVSEA OP 5 Volume I Revision 6 with Change 1, "Ammunition and Explosives Ashore - Safety Regulations for Handling, Storing, Production, Renovation and shipping", are applicable in place of DOD 4145.26M.

6.3 Definitions

Misfire: Failure of a cartridge to fire after the initiating impulse has been applied to the primer, normally due to:

- The primer fails to fire when struck by the firing pin.
- The propellant does not ignite when the primer fires.

OEMC SPEC 00021

APPENDIX A

10. FUNCTION AND CASUALTY TEST PROCEDURE.

10.1 SCOPE. The purpose of the Function and Casualty test is to determine if the cartridge will perform and function satisfactorily in all weapons which has been modified by the installation of a Simunition FX™ Marking Cartridge Adapter Kit designed for that weapon.

10.2 EQUIPMENT. Test Weapons: Function and Casualty testing shall be performed using two each M4A1 Carbines, furnished by the Government. The test weapons shall not be modified except for the installation of a U.S. Navy / Marine Corps version of the appropriate Simunition FX™ Adapter Kit for that weapon.

10.3. TEST PROCEDURE.

10.3.1 Cartridge Examination. If visual defects are found in the test cartridges prior to testing, the defective cartridge(s) shall be replaced. Table II below shows the number of rounds to be fired at each temperature range.

10.3.2 Cartridge Conditioning. The cartridge test samples shall be loaded into serialized magazines (20 rounds each), placed in a temperature chamber, and conditioned in accordance with the temperatures specified in Table I. The cartridge samples shall be temperature conditioned for a minimum of two hours prior to test. The cartridges shall be fired within two minutes after removal from the temperature chamber. The magazines shall not be loaded for more than 72 hours prior to testing.

10.3.3 Weapon Preparation. Test weapons, adapter kits, and magazines shall be thoroughly cleaned prior to the beginning of testing; the weapon barrel shall be cleaned after the completion of testing at each temperature range in accordance with manufactures instructions. Prior to installing the weapon adapter kits into the weapon, the adapter kit shall be cleaned in accordance with manufacturer's instructions. The weapon shall be cleaned and lubricated in accordance with the weapon operator's manual. The magazine shall be free of any dirt, oil or grease and may be wiped with a cloth if necessary. All test magazines shall be serialized to maintain identity throughout all testing. The weapons, with adapter kits installed, shall be maintained at room temperature (55°F minimum) for a minimum of two hours prior to the start of testing.

TABLE II:
FUNCTION AND CASUALTY TEST REQUIREMENTS
(TEMPERATURE CONDITIONING RANGE AND SAMPLE SIZE)

TEST WEAPON	FIRING MODE	TEMPERATURE RANGE		
		17°F ± 2°F	70°F ± 5°F	100°F ± 5°F
M4A1 Carbine #1	Single Shot	60	60	60
	3 – 5 round burst	60	100	60
M4A1 Carbine #2	Single Shot	60	60	60
	3 – 5 round burst	60	100	60
TOTAL PER TEMPERATURE RANGE		240	320	240

OEMC SPEC 00021**10.3.4 Firing.**

10.3.4.1 The magazines for the M4A1 all Carbines shall be loaded with twenty (20) rounds each for test firing.

10.3.4.2 The firing procedure for each type of weapon shall be as described in paragraphs 10.3.5 through 10.3.7 and Table III.

10.3.5 Test Weapons.

10.3.5.1 The lower receiver used for testing with the M4A1 Carbine Adapter Kit may be either the M16A2 or M16A3 version. Both weapons shall be fired from the shoulder with the stock extended and no artificial support provided for the hands or arms of the tester.

10.3.5.2 The loaded magazine shall be inserted into the weapon with the bolt locked open. The first round shall be manually chambered by depressing the bolt release of the M4A1. The firing sequence is detailed below in Table III.

**TABLE III:
MAGAZINE ORDER/FIRING PATTERN**

Magazine Order	Firing Pattern
#1 (rounds 1-20)	Fire all single shots.
#2 (rounds 21-40)	Fire in 3 – 5 round bursts.
#3 (rounds 41-60)	Fire all single shots.
#4 (rounds 61-80)	Fire in 3 – 5 round bursts.
#5 (rounds 81-100)	Fire all single shots.
#6 (rounds 101-120)	Fire in 3 – 5 round bursts.
Magazines 7 and 8 will only be required at the +70°F ± 5°F temperature	
#7 (rounds 121-140)	Fire in 3 – 5 round bursts.
#8 (rounds 121-140)	Fire in 3 – 5 round bursts.

10.3.6 **Firing Sequence.** The Function and Casualty Test shall be conducted by firing the 0°F to +5°F temperature conditioned cartridge samples first, the +100°F to +105°F conditioned cartridge samples second, and the +65°F to +75°F last. This firing order along with the procedures described in section 10.3.5, and Table III shall be repeated for each test weapon and temperature range.

10.3.7 **Weapon Stoppages.** In the event of a weapon stoppage during the test, the test weapon shall be examined to determine if the stoppage is attributable to the weapon or the cartridge. If the weapon is at fault, then the test shall be disregarded and the weapon shall be repaired or replaced prior to performing a retest. If the stoppage cannot be attributed to the weapon, then the defect shall be attributed to the cartridges. In addition to weapon stoppages during firing, the following shall also be considered as weapons stoppages:

- Failure of the last cartridge case to eject from the weapon during any sequence of fire.
- Failure of the manually chambered cartridge to full chamber in the barrel of the weapon.
- Failure of any cartridge to completely chamber, fire and/or completely eject due to residue build-

OEMC SPEC 00021

up in the weapon mechanism from previous firings shall be a stoppage that is attributed to the cartridge.

10.3.8 Double Feed. The occurrence of a double feed (one cartridge partially chambered, second cartridge picked up by bolt and jammed against the first) shall be attributed to the magazine. If this occurs three times with the same magazine, it shall be documented and that magazine will be removed from the testing and replaced

10.3.9 Retention of Material. Misfired cartridges shall be examined at the time of failure or retained for examination at the end of the test sequence. Fired cartridge cases shall be examined at the end of the test sequence, or retained for examination at the completion of all testing.

10.3.10 Examinations. All fired cartridge cases shall be visually examined to determine compliance with the applicable requirements of Table I. In the event that fired case or primer defects are encountered, or if a misfire(s) occurs, then the test weapon shall be examined to determine if the defect(s) are attributable to the weapon. If the weapon is at fault, then the test shall be disregarded and the weapon shall be repaired or replaced prior to performing a retest. If the defect cannot be attributed to the weapon, then the defect shall be attributed to the cartridges. Misfired cartridges shall be disassembled to determine the cause of the misfire.

10.3.11 Minimum Data Requirements. In addition to the requirements of paragraph 3.2, test data sheets shall include the following information:

- ALL MALFUNCTIONS AND WEAPONS STOPPAGES SHALL BE RECORDED AND THE CAUSE DESCRIBED, INCLUDING UNUSUAL OCCURRENCES IN WEAPON FUNCTION. The data shall include weapon identification (serial number), test round number and temperature conditioning range of the cartridges. In the event of misfires, the results of laboratory examination and disassembly of the misfired cartridge(s) shall be described in detail.
- All fired cartridge case and/or primer defects found during visual examination of fired cases shall be described in detail. The data shall include weapon identification (serial number) and temperature conditioning range of the cartridges.
- Test weapon serial numbers and number of cartridges fired through each test weapon prior to test.
- All cartridge defects found during visual examination of cartridges prior to testing shall be described in detail.

10.3.12 Government Furnished Property. If weapons and/or weapon adapter kits for function and casualty tests are supplied as Government Furnished Property (GFP) in accordance with the requirements of the contract or purchase order. The contractor shall maintain detailed records (log books) of all cartridges fired through each GFP weapon and/or through each GFP weapon adapter kit. These records shall include type of ammunition, lot number, date of firing, personnel conducting the firing, brief summary of firing results, and any unusual occurrence or parts breakage. The log book record shall also include notations each time the GFP weapon/weapon adapter kit is cleaned, when parts are replaced, results of inspections, etc. The log book record shall remain with each GFP weapon/weapon adapter kit throughout the course of the contract and shall be returned to the Government with the GFP weapon/weapon adapter kit when the contract is completed or at such time directed in the contractual document.

10.4 RECORDING OF TEST DATA. Test data shall be recorded in accordance with the requirements of paragraphs 3.2, Appendix A, and any other requirements stated in the contract.

OEMC SPEC 00021**APPENDIX B****20. PRIMER SEATING DEPTH TEST PROCEDURE.**

20.1 SCOPE. The purpose of the primer seating depth test is to determine if the primers are seating above flush to a maximum of 0.008 inch below flush.

20.2 EQUIPMENT. Primer Seating Depth Cage: A calibrated micrometer gage shall be used which can be zeroed from a specified reference point so that an accurate measurement can be taken for the depth of the seated primer.

20.3 TEST PROCEDURE. A random sample of 200 cartridges from each cartridge lot shall be used for testing. Primer seating depth shall be done singly. A cartridge shall be securely held inverted, base up in a cartridge fixture or jig. A calibrated micrometer shall then be positioned with the needle on the base of the cartridge case. The micrometer shall be zeroed and the needle shall be moved to the highest point found on the primer. The primer height/depth shall then be recorded. This procedure shall be repeated for the remaining cartridges in the sample.

20.4 RECORDING OF TEST DATA. In addition to the requirements of paragraph 3.2, test data shall include:

- Date of Calibration of test equipment.
- Expiration Date of Calibration of test equipment.
- Cartridge primer seating depth.

OEMC SPEC 00021**APPENDIX C****30. PENETRATION TEST PROCEDURE.**

30.1 SCOPE. The purpose of the penetration test is assure that the impact energy of the projectile is safe against personnel and WSESRB Approved Personnel Protective Equipment (PPE)

30.2 EQUIPMENT.

30.2.1 Pasteboard and Polyethylene Silhouette. Pasteboard and Polyethylene Silhouettes made in accordance with MIL-T-13560D shall be used to simulate striking personnel.

30.2.2 Face Masks. The JT Spectra System™ Face Mask or Scott Extreme Stalker™ Face Mask, approved by the American Paint ball League, shall be used for testing.

30.2.3 Weapon. A quantity of one (1) each M4A1 Carbine shall be used in this test. The weapon shall be modified by the installation of the Simunition FX™ Adapter Kit (U.S. Navy/Marine Corps version) for the M4A1 Carbine.

30.3 TEST PROCEDURE.

30.3.1 Pasteboard and Polyethylene Silhouette. A random sample of 100 cartridges shall be fired evenly throughout the silhouette from a distance of 36 ± 2 inches. There shall be no evidence of projectile penetration through the silhouette material. Dimpling and ripping of the silhouette material on the back side is acceptable provided no projectile is found on the back side of the silhouette and there is no 360 degree tear.

30.3.2 Lexan Lens or Face Mask Test. A 0.060 inch lexan lens or the lens of a JT Spectra System™ Face Mask or Scott Extreme Stalker™ Face Mask shall be used for testing. The lexan lens or the face mask lens shall be securely positioned 12 ± 1 inches away from the muzzle of a M4A1 Carbine modified with the U.S. Navy/Marine Corps version of the Simunition FX™ Adapter Kit. A total sample of 200 cartridges from each cartridge lot shall be fired on the lexan lens or the lenses of the face mask. No cracks or breakage of the lenses shall occur on the selected target

30.4 RECORDING OF TEST DATA. Test data shall be recorded in accordance with the requirements of paragraph 3.2 and any additional requirements specified by the contract.

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December, 199

CONTRACT QUALITY REQUIREMENTS

Contract Clauses:

1. The supplier shall establish a quality system in accordance with ANSI/ASQC Q9001, ANSI/ASQC Q9002 or equivalent as approved by NAVSURFWARCENDIV Crane (Code 40). The required system shall be designed to assure that the end product meets the requirements of the contract. The quality system plan shall be submitted to NAVSURFWARCENDIV Crane (Code 40) for review and approval prior to the beginning of production.
2. Acceptability of a lot or batch of material will be determined by the use of sampling plans contained herein, statistical process control and/or 100 percent inspection as specified in the supplier's government approved quality or inspection plans. Final acceptance by government inspection and/or testing may be required by the contract.
3. The assignment of a sampling plan in no way alleviates the responsibility of the supplier to furnish a product meeting all requirements of the documentation. Material not meeting all the requirements of the contract shall be considered defective whether or not the characteristic is classified. The supplier may not knowingly submit any non-conforming product to the customer for product acceptance.
4. The supplier's gages, and measuring and testing devices shall be made available for use by the purchaser when required to determine conformance with contract requirements. If conditions warrant, the supplier's personnel shall be made available for operations of such devices and for verification of accuracy and condition.
5. The supplier's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the scope of the contract whether or not the software is a deliverable item.

6. Government Property

a. Government-Furnished Material

When material is furnished by the Government, the supplier's procedures shall include at least the following:

- (1) Examination upon receipt, consistent with practicability to detect damage in transit
- (2) Inspection for completeness and proper type
- (3) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage
- (4) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation
- (5) Identification and protection from improper use or disposition
- (6) Verification of quantity

b. Damaged Government-Furnished Material

The supplier shall report to the purchaser any Government-furnished material found damaged, malfunctioning, or otherwise unsuitable for use. In the event of damage or malfunctioning during or after installation, the supplier shall determine and record probable cause and necessity for withholding material from use.

7. Criteria established by Table I shall be used by the supplier to conduct (nondestructive) acceptance inspection. Use of other (nondestructive) Acceptance Inspection Plans shall be submitted to NAVSURFWARCEMDIV Crane (Code 40) for review and approval prior to implementation.

a. Inspection shall be by characteristic. Acceptance criteria shall be accept on zero defects and reject on one or more defects for all inspection levels. Numbers under inspection levels in Table I indicate sample size. Asterisks indicate one hundred percent inspection. If sample size exceeds lot size, perform one hundred percent inspection.

b. Critical characteristics that are to be verified by nondestructive testing or inspection shall be inspected 100 percent regardless of any provisions or allowance to the contrary as may be contained, included or cited in the contract. Reduced levels for nondestructive testing or inspection of critical characteristics is not allowed.

c. Unless specified otherwise in the contract, Inspection Level VIII shall be used for major characteristics and Inspection Level X for minor characteristics. Characteristics not defined as critical or major are defined as minor.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 170 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER QCIC			
D. SYSTEM/ITEM CARTRIDGE, SUBCALIBER 9 MM MARKING			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM INSPECTION AND TEST PLAN			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-81110			5. CONTRACT REFERENCE OEMC SPEC 00021 Par. 4.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 4033		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLK 16	
8. APP CODE A		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION	
15. Remarks				a. ADDRESSEE SEE BLK 16		b. COPIES (e-mail)	
						Draft Final Reg Repro 1 2 0	
<p>Block 8, 10 and 12 - The contractor shall submit one (1) copy of the contractor's draft inspection and Test Plan (ITP) to Code 4033 not later than thirty (30) days after contract award. Code 4033 will review the draft ITP for conformance to the requirements of the CDRL, the associated DID and the Hybrid Spec OEMC SPEC 00021, and the Quality Assurance requirements of the contract. Code 4033 will return the draft ITP either approved or with recommended changes and comments, to the contractor within fifteen (15) days after receipt of the draft ITP. The contractor shall provide Code 4033 with one (1) copy of the final IPT, which incorporates the Government's recommended changes and comments, if any. Code 4033 shall accept or reject the final ITP within fifteen (15) days of receipt.</p> <p>Block 9 - Distribution Statement C: Distribution Authorized to the U.S. Government agencies and their contractors; for administrative Use (14 March 1996). Other request for this document will be referred to: Commander, Code 4033, Bldg. 3212, NAVSURFWARCEMDIV, 300 Highway 361, Crane, IN 47522-5001.</p> <p>Block 13 - Revisions to the ITP. If a revision to the accepted ITP is required during the life of the contract by the contractor, the contractor shall submit each proposed ITP revision to Code 4033 for review and approval prior to instituting the revised ITP. The Government shall review, accept or reject the proposed ITP revision with fifteen (15) days of receipt of each proposed revision to the ITP.</p> <p>BLOCK 14 - ADDRESSEE LIST (AL-01). Submit the draft and final ITP in Microsoft Office Programs software. Submit the draft and final via virus checked e-mail to: peters_don@crane.navy.mil and payne_robert@crane.navy.mil at Code 4033, Crane IN and one final copy after approved by Code 4033 shall be provided to the contractor DCMA quality assurance office.</p> <p>In accordance with paragraph 10.1 of DI-QCIC-81110, the contractor shall submit draft and final ITPs in the contractor format.</p>							
15. TOTAL						1 2 0	
G. PREPARED BY Donald R. Peters		H. DATE 23 Jan 2001		I. APPROVED BY Shusen-Andres, CDM Crane Data Manager		J. DATE 12 Feb 01	

DD Form 1423-1, 1 Jun 90

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER QCIC	
D. SYSTEM/ITEM CARTRIDGE, SUBCALIBER 9 MM MARKING		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM AMMUNITION DATA CARD		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80043A		5. CONTRACT REFERENCE OEMC SPEC 00021 Par. 5.1.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 4033	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY SEE BLK 16	
8. APP CODE D		11. AS OF DATE SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLK 16	
13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION		15. COPIES (e-mail)	
16. Remarks		a. ADDRESSEE		Draft Final	
<p>Block 9 – Distribution Statement C: Distribution Authorized to the U.S. Government agencies and their contractors; for administrative Use (14 March 1996). Other request for this document will be referred to: Commander, Code 4033, Bldg. 3212, NAVSURFWARCEMDIV, 300 Highway 361, Crane, IN 47522-5001.</p> <p>Block 10 – The contractor determines ammunition lot size and when a lot is determined an ammunition data card shall be made for that lot.</p> <p>Block 12 and 13 – As required when ammunition lots are determined by the contractor. The contractor shall deliver the Ammunition Data Card for the lot at the same time the lot test and inspection report (A002) is submitted. A copy of the Ammunition Data Card for the lot shall be placed in the top of each M548 shipping container.</p> <p>BLOCK 14 – ADDRESSEE LIST (AL-01). Submit the draft and final ITP in Microsoft Office Programs software. Submit the draft and final via virus checked e-mail to: peters_don@crane.navy.mil and payne_robert@crane.navy.mil at Code 4033, Crane IN and one final copy after approved by Code 4033 shall be provided to the contractor DCMA quality assurance office. The contractor shall also input the ammunition data card into the Government ammunition data card system call ALRAM.</p>		SEE BLK 16		0 1 0	
		15. TOTAL		0	
G. PREPARED BY <i>Donald R. Peters</i> Donald R. Peters		L. DATE 23 Jan 2001		M. APPROVED BY <i>Shirley Ande</i> CPM Crane Data Manager	
				J. DATE <i>12 Feb 01</i>	

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A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO.		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>	
D. SYSTEM / ITEM CARTRIDGE, SUBCALIBER 9MM MARKING		E. CONTRACT / PR NO. N00164-01-		F. CONTRACTOR	
1. DATA ITEM NO 2. TITLE OF DATA ITEM		3. SUBTITLE			
A004		CONFIGURATION MANAGEMENT PLAN			
4. AUTHORITY (Data acquisition Doc) DI-CMAN-80858A		5. CONTRACT REFERENCE OEMC SPEC 00021 PARA 4.9		6. REQUIRING OFFICE CODE 4033	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY OTIME	
8. APP CODE A		11. AS OF DATE		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
				13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
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15. REMARKS					
BLOCK 7: Submit Info Copy only of LT to:					
COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001					
BLOCK 8: Government approval/disapproval in writing within 15 calendar days from receipt.					
BLOCK 9: DISTRIBUTION STATEMENT C: "Distribution authorized to U.S. Government agencies and their contractors; for administrative Use (14 March 1996). Other request for this document will be referred to: Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, BLDG. 3212, 300 HIGHWAY 361, CRANE IN 47522-5001.					
BLOCK 12, 13: Submit the draft 60DAC. Submit the final 90DAC after comment.					
BLOCK 6, 14a:					
COMMANDER CODE 4033, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001					
Block 14b: Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Plan shall be electronically transmitted to: peters_don@crane.navy.mil and payne_robert@crane.navy.mil					
G. PREPARED BY Donald R. Peters		H. DATE 15 Mar 01		I. APPROVED BY Theresa Andis	
				J. DATE 5 MAR 01	
				15. TOTAL	
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A. CONTRACT LINE ITEM NO.			B. EXH/ATCH NO.			C. CATEGORY TDP _____ TM _____ OTHER <u>X</u> _____						
D. SYSTEM / ITEM CARTRIDGE, SUBCALIBER 9MM MARKING				E. CONTRACT / PR NO. N00164-01-			F. CONTRACTOR					
1. DATA ITEM NO		2. TITLE OF DATA ITEM					3. SUBTITLE					
A005		TEST/INSPECTION REPORT					FIRST ARTICLE REPORT					
4. AUTHORITY (Data acquisition Doc DI-NDTI-80809B				5. CONTRACT REFERENCE OEMC SPEC 00021 PARA 3.2				6. REQUIRING OFFICE CODE 4033				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION SEE BLOCK 16			14. DISTRIBUTION			
8. APP CODE		C		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16			a. ADDRESSEE		b. COPIES DRAFT REG FINAL	
16. REMARKS BLOCK 7: Submit Info Copy only of LT to: COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001 BLOCK 9: DISTRIBUTION STATEMENT C: "Distribution authorized to U.S. Government agencies and their contractors; for administrative Use (14 March 1996). Other request for this document will be referred to: Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, BLDG. 3212, 300 HIGHWAY 361, CRANE IN 47522-5001. BLOCK 11, 12, 13: Report due 1 week after completion of First Article Testing. BLOCK 6, 14a: COMMANDER CODE 4033, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001 Block 14b: Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 Software. The Plan shall be electronically transmitted to: peters_don@crane.navy.mil and payne_robert@crane.navy.mil								NSWC 4033		1		
15. TOTAL								0		0		
G. PREPARED BY Donald R. Peters				H. DATE 05 May 01		I. APPROVED BY Theresa Ardis Crane Data Manager				J. DATE 05 May 01		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0183	
1. TITLE INSPECTION AND TEST PLAN		2. IDENTIFICATION NUMBER DI-QCIC-81110	
3. DESCRIPTION/PURPOSE 3.1 The plan will document the details of the inspection system, tests, and inspections to be performed on the product being procured. It will provide evidence of the contractor's methods for complying with the inspection aspects of the contract and applicable specifications to substantiate product conformance.			
4. APPROVAL DATE (YYMMDD) 901219	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/AIR-5162	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes UDI-R-21375A and DI-R-4803.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER N6110	
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . Contractor format is authorized. 10.2 <u>Content</u> . The plan shall contain a description of the inspection system, the responsibility and authority of each functional element plus other documentation prepared to implement the inspection program, including: a. Control of source inspection, subcontractor inspection, and all incoming supplies and services. b. Training and indoctrination to assure that personnel have skills required for assuring product quality. c. Control of special environments, processes, calibrations, materials, work flow, and functional areas to achieve program objectives. d. Control and documentation evaluations, product quality audits, instructions, special instructions, reports, and accept-reject criteria. e. Control and inspection of parts, assemblies, nonconforming material, tolerance limits tests and test equipment. (Continued on Page 2)			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

Block 10. PREPARATION INSTRUCTIONS (Continued)

10.3 Policies. The plan shall define policies which are necessary to comply with the inspection requirements and provisions of the contract and applicable specification.

10.4 Flowcharts. Flow charts shall be included to show flow of materials and identify tests and inspections from receipt through all manufacturing processes, tests, and inspections to final shipment. References shall be shown to identify processes and inspection procedures, and to differentiate between in plant inspections and subcontracted inspections for subassemblies and assemblies.

MAR 24 1997 4		DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.					
1. TITLE TEST/INSPECTION REPORT			2. IDENTIFICATION NUMBER DI-NDTI-80809B		
3. DESCRIPTION/PURPOSE 3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.					
4. APPROVAL DATE (YYMMDD) 970124		5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) F/AFMC-DOP		6a. DTIC APPLICABLE 6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing. 7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.					
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER F7231	
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding. 10.2 <u>Content</u> . The test/inspection report shall contain the following information, as applicable. 10.2.1 <u>Cover and title page</u> . The following information shall appear on the outside front cover and title page: a. Report date. b. Report number (contractor or government). c. Contractor's name, address, and commercial and government entity code. d. Contract number and contract line item number or sequence number (if applicable). e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test). f. Identification of item tested/inspected. g. Date or period of test/inspection. h. Name and address of requiring government activity. i. Security classification, downgrading and declassifying information, if applicable. (Continued on page 2)					
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.					

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Block 10, Preparation Instructions (continued)

10.2.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example: figure, table, photograph, chart, and drawing).

10.2.3 Introduction. The introduction shall include the following information:

10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

10.2.3.3 Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.4 Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractor's file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

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10.2.6 Body of report. The body of the test/inspection report shall be as follows:

10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

10.2.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
- b. Location, orientation, or settings of test equipment and instrumentation.
- c. Location, orientation, or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.

10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

10.2.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.

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- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

10.2.5.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

10.2.7 Authentication. The following certifications shall be included, as applicable:

10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

JUL 13 1998

DATA ITEM DESCRIPTION

Title: AMMUNITION DATA CARD (ADC)

Number: DI-MISC-80043A

AMSC Number: A7312

DTIC Applicable:

Office of Primary Responsibility: A/AR

Applicable Forms:

Approved Date: 22 May 98

Limitation:

GIDEP Application:

Use/relationship: The Ammunition Data Card is used to acquire a record containing essential data pertaining to the initial history of a lot of ammunition and explosive material or, in certain instances, of a serially numbered complete round guided missile which contains all required data pertaining to each lot of the item. The data card is used to provide traceability of explosive items.

- a. The data contained in this DID is required by MIL-STD-1168.
- b. This DID supersedes DI-D-2001 and DI-L-1410.

Requirements:

1. Reference documents. The applicable issue of the documents cited herein, including their approvals date, and dates of any applicable amendments and revisions shall be as reflected in the contract.
2. Preparation. Ammunition Data Cards shall be prepared using the Government Furnished ADC software in accordance with MIL-STD-1168 and the following:
3. New manufacturing.

Block No.

- 1 Item Nomenclature - Enter the standard nomenclature as required by the contract under which the item was manufactured. For guided missile explosive components, the nomenclature shall be the item name as it appears in the Federal Item Identification Guides for Supply Cataloging, (Handbook H6-A, B and C).
- 2 NSN - Enter the National Stock Number of the item represented by the data card. For an inert component or subassembly, enter "See Remarks". In the remarks section of the data card, enter the NSN of the end item in which the inert component will be utilized.
- 3 DODIC - Enter the DoD Identification Code of the Item represented by the data card. For an inert component or subassembly, enter "See Remarks". In the remarks section of the data card, enter, the DODIC of the end item in which the inert component will be utilized.

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Block No.

- 4 Lot Number - Enter the complete lot number or serial number of an item which is not lotted. Suffixes will be assigned in accordance with MIL-STD-1168.
- 5 Manufacturer, Loading or Assembly Activity - Enter the manufacturer's name as contained in the contract. In cases of Government owned facilities, whether metal parts producers, load operations, depot and storage activities, field units, etc. use the Government title for the installation. Indicate the address of the facility where the item is being produced.
- 6 Net Quantity - The Quantity to be entered here is the net quantity available for shipment to users after any destructive test samples have been removed from the lot.
- 7 Packing of Lot - Enter the method by which the lot is packed for shipment, including the number of rounds, parts or sets in each outside container. Insert the packing and marking drawing number, revision, and any ECP/NOR under which the item was packed or marked. Standard abbreviations may be used.
- 8 Contract or Order No. - When material is procured from industry, show the complete contract number. Whenever material is produced at a Government owned facility (whether directly by the Government owned facility or by an operating contractor), the production order number, the project order number, expenditure order number or whatever appropriate identification number applies for the production, shall be entered in this block.
- 9 Drawing and Revision No. - (Include revisions, changes, etc.) - The drawing identification shall consist of the drawing number and the information in (b) and (c) below, as applicable.
- (a) The drawing number, including the revision number or tab, if any.
 - (b) Number of any Engineering Change Proposals describing changes which have not been included in drawing revisions, but which have been applied to the production of the item represented by the data card.
 - (c) The identification of any letter or teletype which directs or authorizes any change in the requirement of the drawings, that has been applied to the item described.
 - (d) If more than the drawing is required to define the configuration a "See Remarks" note should specify that paragraph (b) and (c) information is contained in the remarks block.

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Block No.

- 10 Specification and Revision - The specification identification may consist of one or more of the four parts listed as (a), (b), (c), and (d) below. Enter the numbers of the detail specifications and the parts which apply to acceptance of the lot.
- (a) Specification number, revision letter or number, if any.
 - (b) Amendment number, if any.
 - (c) Number of any ECP modifying the specification but not yet included by amendment or revision to the specification which has been applied to the production of the lot represented by the data card.
 - (d) The identification of any letter or teletype which modify any portion of the specification where modifications have been applied to the lot.
 - (e) When more than the specification is required to define the configuration, a "See Remarks" note should specify that paragraph (c) and (d) information will be contained in the remarks block.
- 11 Date Started - Insert the day, month and year that the production, loading, assembling, etc. began.
- 12 Date Completed - Enter the day, month and year that production, loading, etc., was completed. Assemblies requiring curing shall be considered completed on the date cure was completed.
- 13 Date Inspected - Enter the date on which inspection of the lot was completed.
- 14 Line - Enter the local designation of the assembly line on which the lot was assembled.
- 15 Zone Weight - When the loading assembly drawing lists zone weights, show the zone number corresponding to the projectile weights.
- NOTE: If metric measurements are used for blocks 15-15d, use the proper symbol for the metric units used.
- 16 Specifications:
- (a) Charge Weight - For complete rounds of ammunition, enter the charge weight for the lot of propellant used in the rounds.

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Block No.

- (b) Index of Powder - (Applicable to US NAVY PROCUREMENT ONLY); The index (for example: SPDN 3201).
 - (c) Maximum Packing Depth Range in Inches - (APPLICABLE TO US NAVY PROCUREMENT ONLY); Enter the maximum packing depth in inches for the powder index as provided by the Technical Activity.
 - (d) Production Packing Depth Range in Inches - Enter the production packing depth range in inches for the powder index.
 - (e) Explosive Weight per Package - Enter the net explosive weight of all the rounds contained in one outer pack as specified in Block 6. Use metric measurements.
- 17 Test Samples:
- (a) Number - When acceptance samples are sent to a test activity, enter the number of test samples shipped.
 - (b) Sent to - When acceptance samples are forwarded to a test activity for function testing, enter the name of the test activity to which they were sent.
 - (c) Date of Shipment - When acceptance samples are shipped to a test activity for test, enter the date of shipment.
 - (d) Mode of Shipment - When acceptance samples are shipped to a test activity for test, enter the method of shipment.
- 18 Hazard Class - Enter the United Nations hazard class, division, fragmentation distance and explosive compatibility group as specified in the contract or DoD Consolidated Ammunition Catalog.
- 19 Responsible Acceptance Activity - Enter the three digit code of the organization responsible for the final acceptance of the item described on the data card.
- 20 Remarks - Any unusual features of the lot represented by the data card will be identified and reported in this block.
- (a) The data card for the final partial in the lot must include a summarization of all Component data for the lot and, in addition, shall show in the "Remarks" block a

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Block No.

Statement such as, "This is the 10th and final partial of this lot. Total quantity shipped consisted of 62,000 units. All previous data cards for this lot shall be discarded."

(b) Other information pertinent for special remarks are:

- (1) "SKIP" lot information - Cite the "SKIP" authority/message.
- (2) Reason(s) for changing lot interfix numbers.
- (3) Reason(s) for changing manufacturer's prefix symbol.
- (4) Revised/Corrected or Changed Cards. Whenever a final data card is changed, corrected, revised etc., it shall be annotated in this block as in the following examples:

Revision No. 1 (12 August 1976) due to change of quantity from 9,720 to 9,620. Additional 100 units used for ballistic retesting. Discard original card.

Revision No. 2 (18 September 1976) this corrects error in listing weight of projectile from 23.8 lbs. to 28.3 lbs. Discard Revision No. 1.

- (5) Changes in material, equipment, inspection procedures, and changes in the manufacturing process, which do not result in change to the lot interfix number will be listed.
- (6) Waivers and deviations from drawings, specifications, etc., will be shown in this block. When all or part of the lot has been accepted on waiver, insert the waiver/deviation number. Include the name of the part(s) involved, the extent of the waiver(s)/deviation(s), the number/quantity containing the parts accepted on waiver/deviation, the authority for acceptance such as identification of the document.
- (7) "Priorship" information. Show the complete authorization for shipping material on a "priorship" basis.
- (8) "Preferred Status" information. Cite the authority for shipping on a "preferred status" basis.

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Block No.

- (9) "Rejected" information. Show the reason(s) for rejecting the lot including any rejections of Requests for Waivers or deviations.
- (10) "Warranty Clause" information, as applicable.
- (11) "Serial Numbers of Items" information. When items in a lot are serially numbers, list the serial numbers of all items included in the lot.
- (12) "ECPS, Amendments, etc." Show any Engineering Change Proposals, amendments, etc., which had an effect on the manufacture of the item.
- (13) The responsible inspector shall determine what other difficulties, occurrences, or conditions are significant enough to be reported such as excessive critical major characteristics that required 100% screening, environmental conditions, etc.
- (14) Any and all other pertinent information for which no specific block has been provided or which is too bulky to insert in the blocks.

21 Disposition - Enter the applicable disposition:

DISPOSITION

Accepted
Rejected
Provisionally accepted

22 Accepting Inspector:

Typed Name - The name of the person having knowledge and contact with the production and inspection of the lot be typed in the area provided for this purpose. This is certification that all required tests and inspections were performed on the lot, that the information listed is correct, and the dispositions indicated have been properly marked.

23 Components - The following information will be furnished for each component part, assembly, sub-assembly, explosive, propellant and any other material used in the production, and/or assembly of the item described on the card. If the listing of each component of a complex item required excessive space and effort, the contracting officer can limit the list to major components and sub-assemblies when these items have individual data cards.

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Block No.

NOTE: All columns will be filled to the extent possible.

- (a) Component - Give the approved item name as shown on the supplier's card, shipping instructions, previous data card and similar type documents.
 - (b) Drawing No./Spec. No. - Enter the drawing number and applied ECP/NOR, if any. Enter the specification number and amendments to specifications if a specification applies instead of a drawing number.
 - (c) Manufacturer - Give the name of the manufacturer of each lot of each component used.
 - (d) Date Manufactured - Insert the month and year (when known) during which each component was used.
 - (e) Lot No. - Enter the complete lot number of each component used in the manufacture, assembly, etc., of the item.
 - (f) Quantity - The exact quantity of each component item used will be listed in this column. When component quantities from more than one lot of the same item are used in the production, assembly, etc., of the item when the exact quantity from each of the component lots shall be shown. Component quantities must be correct and may be determined by actual count, by weighing, etc.
4. Rework-Renovation. Data cards prepared for modified, renovated, reworked or regrouped lots must preserve pertinent data from the previous lot data cards, to the maximum extent consistent with the fact that a suffixed or regrouped lot has a unique identity independent of the lots from which it was derived. Data given for the Manufacturer, QA Activity, Contract or Order Number, Government Inspector, etc., must relate to the creation of the reworked lot, not the original lots(s). Detailed instructions for each block follows:

Block No.

- 1 Item Nomenclature - Enter the nomenclature for the item after renovations as it is stipulated in the rework/renovation instructions. For guided missile explosive components, the nomenclature shall be the item name as it appears in the federal Item Name Directory for Supply Cataloging, (Handbook H6-A, B, and C).
- 2 NSN - Enter the National Stock Number of the item represented by the data card. If renovation necessitates a change in the NSN, enter the "new" NSN in this block.

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Block No.

- 3 DODIC - Enter the DOD Identification Code of the data card. If renovation necessitates a change in the DODIC, enter the "new" DODIC in this block.
- 4 Lot Number - Enter the complete lot number of the item represented by the data card. Enter the serial number of an item, which is not lotted. Lot numbers and suffixes will be assigned in accordance with MIL-STD-1168.
- 5 Manufacturer, Loading or Assembly Activity - Enter the Government title as contained in the rework instructions. Indicate the address of the facility where the item is being reworked/renovated/etc.
- 6 Net Quantity - The quantity to be entered here is the net quantity available for shipment to users after any destructive test samples have been removed from the lot.
- 7 Packing of Lot - Enter the method by which the lot is packed for shipment, including the number of rounds, parts or sets in each outside container. Insert the packing and marking drawing number, revision, and any ECP/NOR which the item was packed or marked. Standard abbreviations may be used.
- 8 Contract or Order No. Enter the complete contract number, the production order number, the project order number, expenditure order number or whatever appropriate identification number applies for the work.
- 9 Drawing and Revision - (Include revisions, changes, etc.) - Enter the new drawing number if it differs from the drawing number of the original production as a result of the changes incorporated into the rework procedure, regroup, etc. The drawing identification shall consist of the drawing and the information in (b) and (c) applicable.
- (a) The drawing number, including the revision number or tab, if any.
 - (b) Number of any Engineering Change Proposals describing changes not yet included in drawing revisions which have been applied to the production of the lot represented by the data card.
 - (c) The identification of any letter or teletype, which directs or authorized any change in the requirement of the drawings, which change has been applied to the lot described.

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Block No.

- (d) When more than the drawing is required to define configuration, a note should specify paragraph (b) and (c) information will be continued in the remarks.
- 10 Specification and Revision - Enter the new specification number if it differs from the specification applied to the original production as a result of the change incorporated into the renovation, regrouping, etc. The specification identification may consist of one or more of the four parts listed as (a), (b), (c) and (d) below. Enter the numbers of the detail specifications and parts, which apply to acceptance of the lot.
- (a) Specification number, revision letter or number, if any.
 - (b) Amendment number, if any.
 - (c) Number of any ECP modifying the specification but not yet included by amendment or revision to the specification which has been applied to the production of the lot represented by the data card.
 - (d) The identification of any letter or teletype which modified any portion of the specifications where modifications have been applied to the lot.
 - (e) When more than the specification is required to define the configuration, a note should specify that paragraphs (c) and (d) information will be contained in remarks block.
- 11 Date Started - Insert the day, month and year that the reworking, regrouping, etc., began.
- 12 Date Completed - Enter the day, month and year that reworking, regrouping, etc., was completed. An assembly requiring curing shall be considered completed on the date cure was completed.
- 13 Date Inspected - Enter the date on which inspection of the lot was completed.
- 14 Line - Enter the local designation of the assembly line on which the lot was assembled.
- 15 Zone Weight - When the loading assembly drawing lists zone weights, show the zone number corresponding to the projectile weights.

NOTE: If metric measurements are used for blocks 15-15d, use the proper symbol for the metric units used.

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Block No.16 Specifications:

- (a) Charge Weight - For complete rounds of artillery ammunition, enter the charge weight for the lot of propellant used in the rounds.
- (b) Index of Powder - (APPLICABLE TO U.S. NAVY PROCUREMENT ONLY): Enter the index of smokeless powder (for example SPDM 3201).
- (c) Maximum Packing Depth in Inches - (APPLICABLE TO U.S. NAVY PROCUREMENT ONLY): Enter the maximum packing depth in inches for the powder index from proof as provided by the technical agency.
- (d) Production Packing Depth in Inches - (APPLICABLE TO U.S. NAVY PROCUREMENT ONLY): Enter the production packing depth range in inches for the powder index from proof as provided by the technical agency.
- (e) Explosive Weight per Package - Enter the net explosive weight of all the rounds contained in the packing specified in Block 6. Use metric measurements.

17 Test Samples:

- (a) Number - When acceptance samples are sent to a test activity, enter the number of test samples shipped.
- (b) Sent to - When acceptance samples are forwarded to a test activity for acceptance testing, enter the name of the test activity to which they were sent.
- (c) Date Shipped - When acceptance samples are shipped to a test, enter the date of shipment.
- (d) Mode of Shipment - When acceptance samples are shipped to a test activity for test, enter the method of shipment.

18 Hazard Class - Enter the United Nations hazard class and explosive compatibility group as specified in the contract or DoD Consolidated Ammunition Catalog.

19 Responsible Acceptance Activity - Enter the three digit code organization responsible for the final acceptance of the item described on the card.

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Block No.

- 20 Remarks - Give the quantity and original NSN, lot number, manufacture date (for old style lot numbers only), and previous rework history (if any) of the items from which the new lot was formed. Specify the rework and related procedures, and cite the authority for performing the work. Identify the parts replaced, inspected, modified, etc. Show the authority for adding a lot suffix or forming a regroup lot. If a suffix has been added to an old style lot number without a corresponding change to the original loaded date on the item or package, so state. If functional acceptability is based upon the acceptance of the original lot(s), so state.
- 21 Disposition - Enter the applicable disposition.
- DISPOSITION
- Accepted
Rejected
- 22 Accepting Inspector - The name of the person having knowledge and contact with the renovation and inspection of the lot be typed in the area provided for this purpose. This is certification that all required tests and inspections were performed on the lot that the information listed is correct, and the dispositions indicated have been properly marked.
- 23 Components - The following information will be furnished for each component part, assembly, sub-assembly, explosive; propellant and any other material used in the rework, and assembly of the item described on the card. The appropriate changes must be made to the data card to delete removed components and include new components assembled.

NOTE: All columns will be filled to the extent possible.

- (a) Component - Give the approved item name as shown on the supplier's card, shipping instruments, previous data card and/or similar type documents.
- (b) Drawing No./Spec No. - Enter the drawing number and applied ECP/NOR if any. Enter the specification number if it applies instead of the drawing number.
- (c) Manufacturer - Give the name of the manufacturer of each lot of each component used.

NOTE: For those items retained from previous assembly, show the drawing number under which the component was actually made, note the latest drawing required by the specification for new production.

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Block No.

- (d) Date Manufactured - Insert the month and year (when known) during which each of the components listed was made.

NOTE: For those items retained from original manufacture, show the initial date.

- (e) Lot No. - Enter the complete lot number of each component used in the rework of the item.
- (f) Quantity - The exact quantity of each component item used will be listed in this column. When component quantities from more than one lot of the same item are used in the rework, etc., of the item, then the exact quantity from each of the component lots shall be shown. Component quantities must be correct and be determined by actual count, by weighing, etc.

NOTE: In most instances, the component quantities listed on the original data cards of lots being renovated/reworked, etc., will not be the same after the rework. Therefore, special attention should be given to reporting the component quantities accurately during rework and entering the correct quantities, where possible, on the "new" data card.

5. End of DI-MISC-80043A.

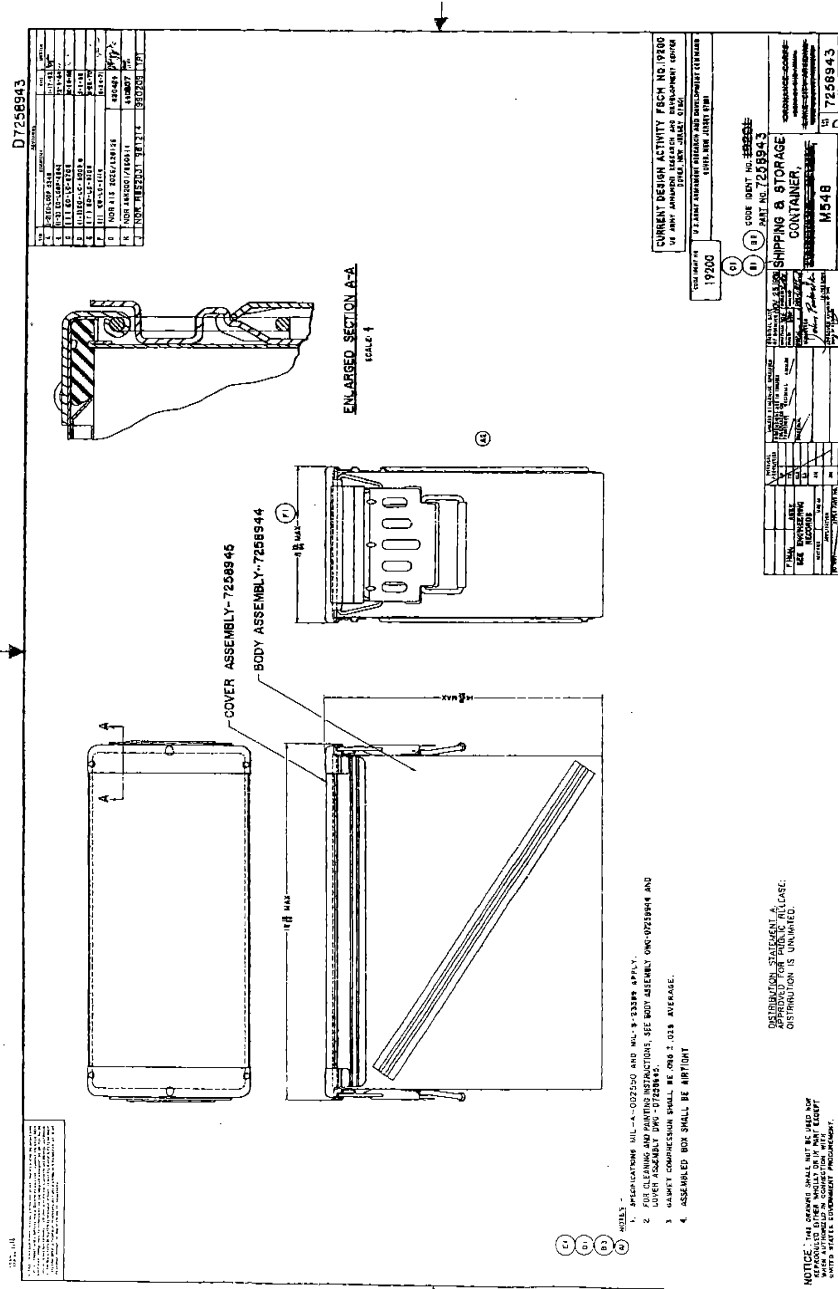
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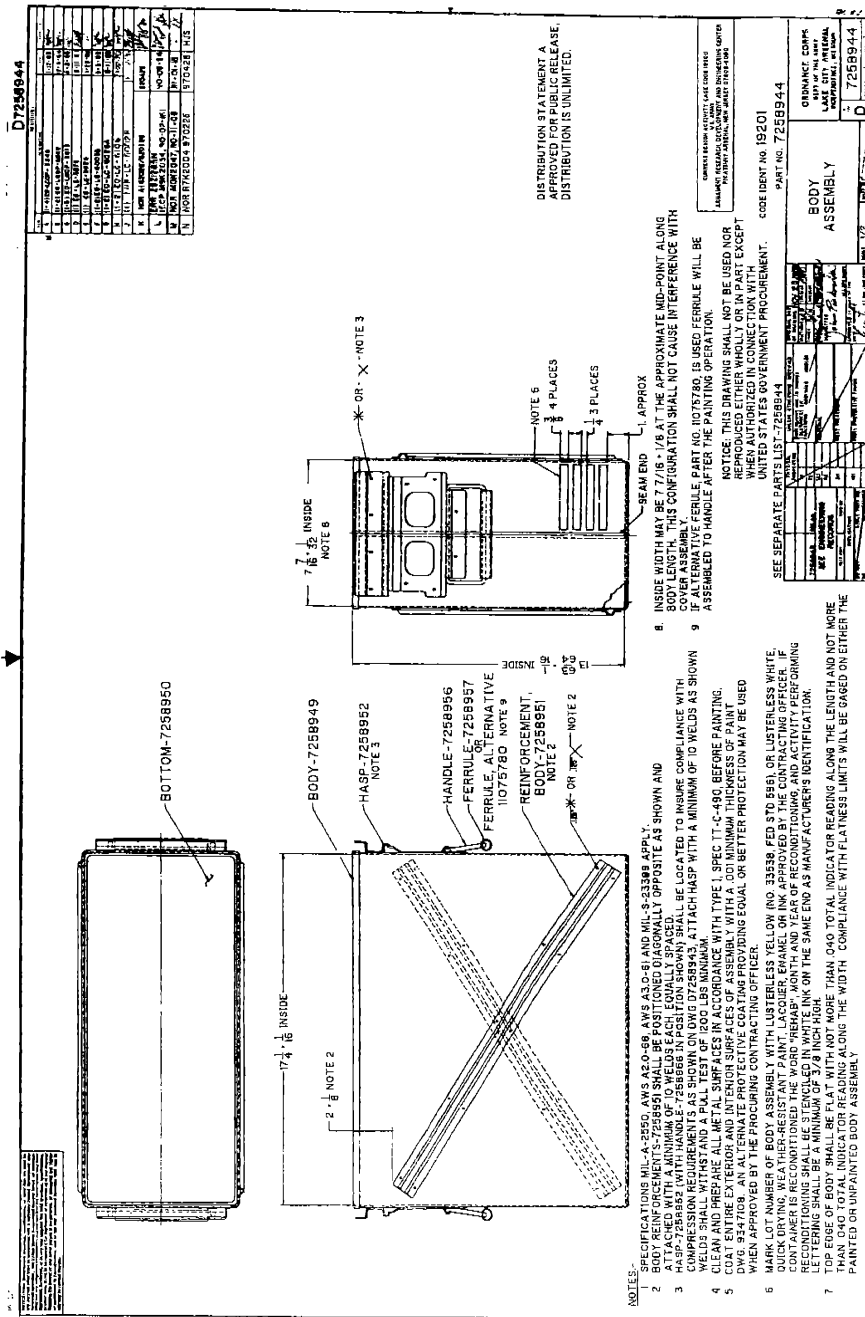
DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
<small>Public reporting burden for collection of this information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to, Washington Headquarters Services, Directorate for Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (9704-0188), Washington, DC 20503.</small>			
1. TITLE Contractor's Configuration Management Plan		2. IDENTIFICATION NUMBER DI - CMAN - 80858A	
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Configuration Management (CM) Plan describes the contractor's configuration management program, how it is organized, how it will be conducted, and the methods, procedures and controls used to assure effective configuration identification, change control, status accounting, and audits of the total configuration, including hardware, software, and firmware. The principal use is to provide the Government a basis for review, evaluation, and monitoring of the CM program and its proposed components.			
4. APPROVAL DATE (YYMMDD) 920417	5. OFFICE OF PRIMARY RESPONSIBILITY OSD-DO	6a. DTIC APPLICABLE yes	6b. GPOD APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This DID contains the format, content, and preparation instructions for a data item resulting from work tasks described in paragraph 5.2.1 of MIL-STD-973. 7.2 This DID supersedes DI-MCCR-80009 and DI-CMAN-80858.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS N/A	9b. AMSC NUMBER D 6701	
10. PREPARATION INSTRUCTIONS 10.1 <u>Reference documents.</u> The applicable issue of the document cited herein, including its approval date and the date of any applicable amendments, notices, revisions, shall be as specified in the contract. 10.2 <u>Format and content.</u> The Contractor's Configuration Management Plan format and content shall be in accordance with Appendix A of MIL-STD-973.			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

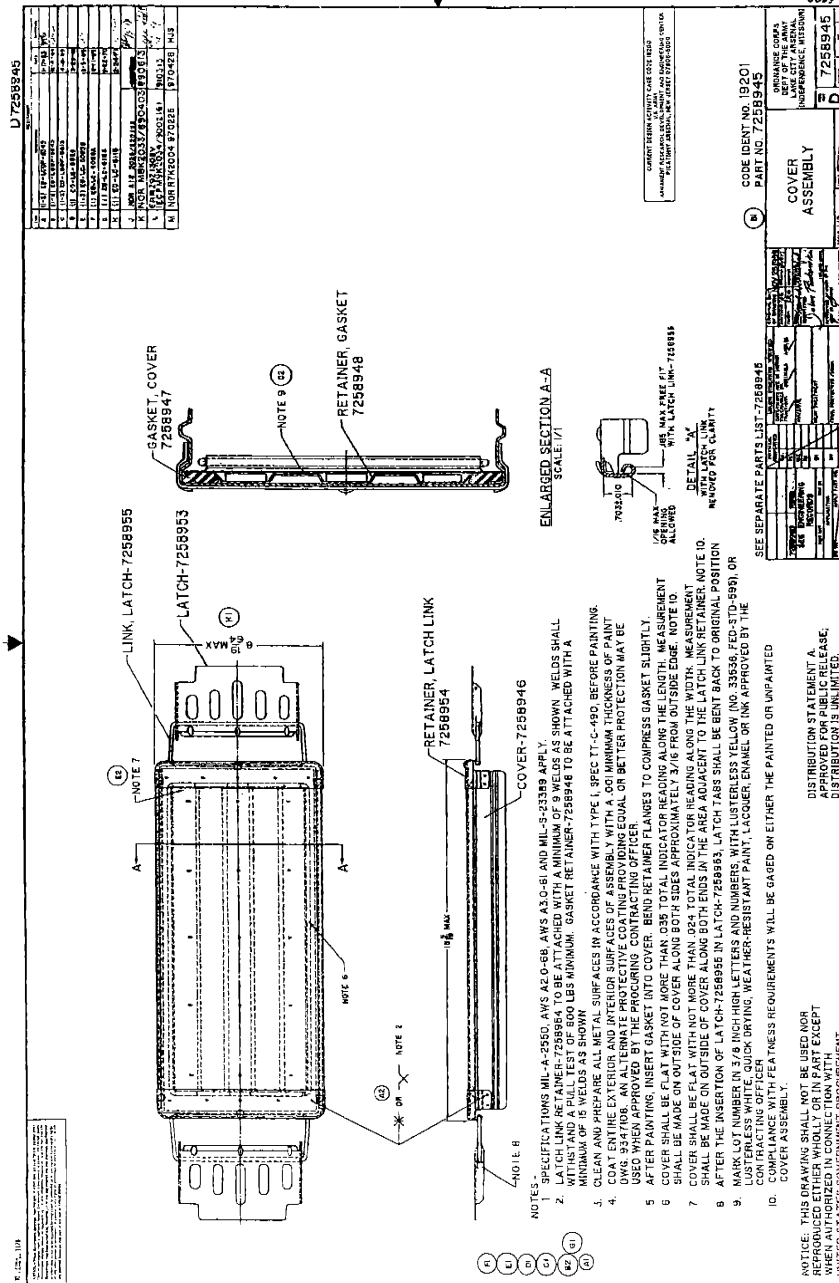
DD Form 1664, APR 89
125/123

Previous editions are obsolete

Page 1 of 1 Pages







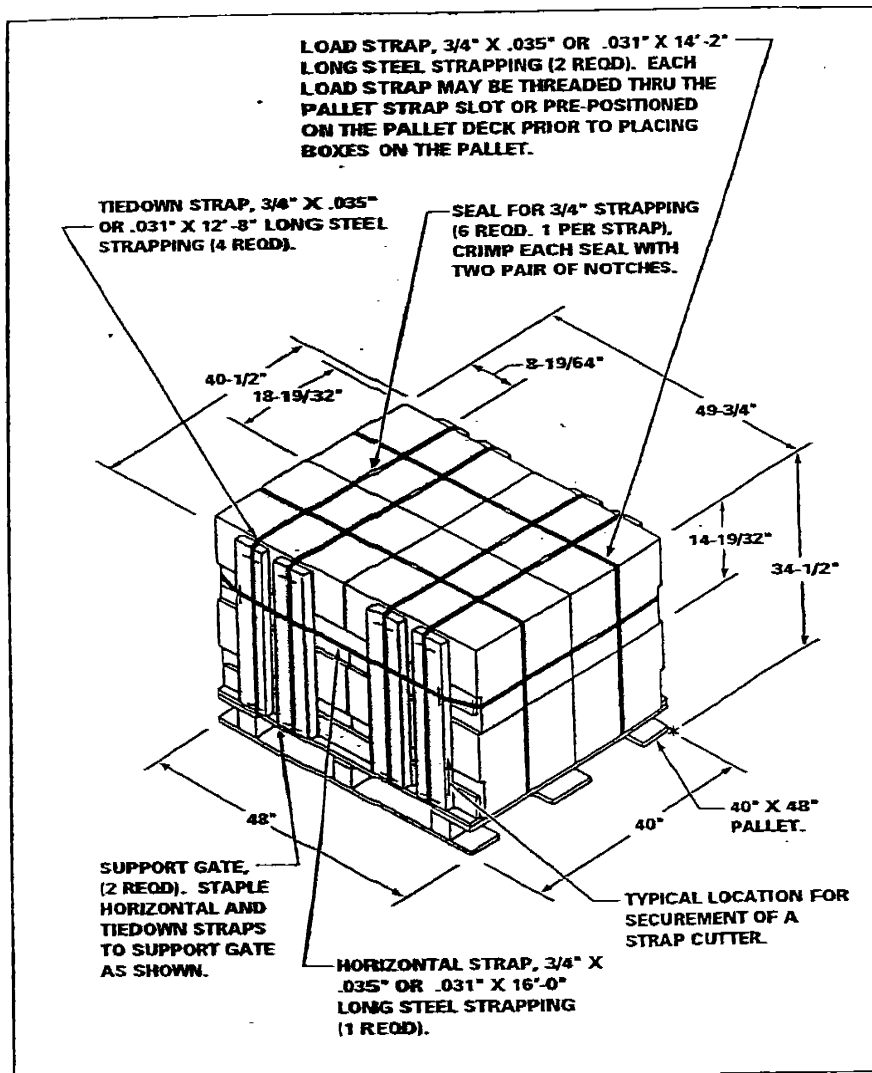


FIGURE 1: M548 SHIPPING AND STORAGE CONTAINERS
ON SIZE A MIL-P-15011J PALLET

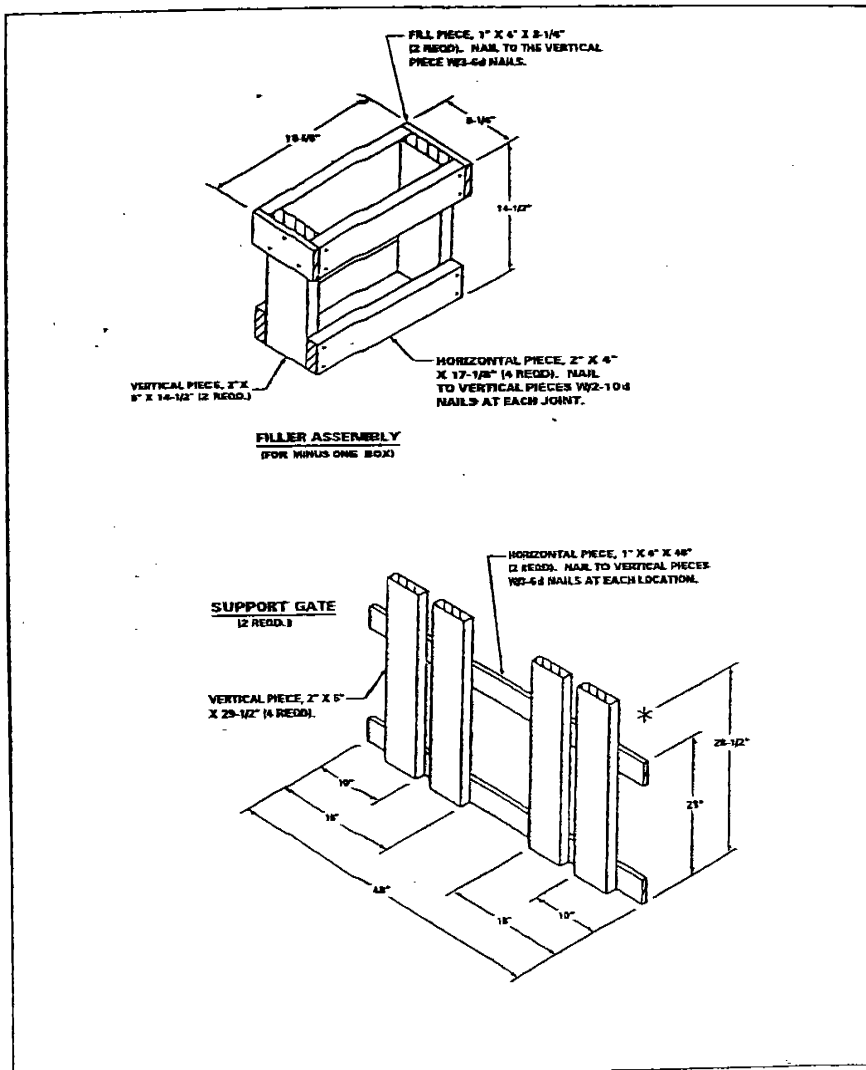


FIGURE 2: FILLER ASSEMBLY AND SUPPORT GATE USED IN PALLETIZING M549 SHIPPING AND STORAGE CONTAINERS

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I

Title and Date

FAR Subsection

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

52.203-11

PART II

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name _____

TIN _____

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____. (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	----------------------------	--------------

_____. (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or
Facility if Other Than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1) – ALT II (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332992 .

(2) The small business size standard is 1000 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The

offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)
(FAR 52.222-18)

(a) Definition. Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of

EPCRA, 42 U.S.C. 11023(c);

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
(DFAR 252.209-7001)**

(a) *Definitions.* As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item NumberCountry of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)
(DFARS 252.225-7017)

(a) *Definition.* "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) *Prohibition on award.* Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) *Representation.* By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) *Representation.*
The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

CONTRACT INFORMATION

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES ____ NO* ____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ ____ - ____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Data Universal Numbering System (DUNS) Number (Jun 1999)	52.204-06
Notice of Priority Rating for National Defense Use (Sep 1990)	52.211-15
Instructions to Offerors-Competitive Acquisition (Feb 2000)	52.215-01
Facilities Capital Cost of Money (Oct 1997)	52.215-16

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Commercial and Government Entity (CAGE) Code Reporting (Aug 1999)	252.204-7001
Identification and Assertion of Use, Replace or Disclosure Restrictions (Jun 1995)	252.227-7017
Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	252.227-7028

PROVISIONS IN FULL TEXT

AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a fixed price Indefinite-Delivery, Indefinite Quantity supply contract resulting from this solicitation.

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) (52.222-24)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.]

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Ms. S. Wikle, Code 1162ND, Bldg 108, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) (FAR 52.252-5)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort, which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to

whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

ALTERNATE PROPOSALS

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be

evaluated on its own merits.

SUBCONTRACT DATA REQUIRED

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB) , woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax and has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

- (a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
- (b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.
- (c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED	SPEC/STD PROPOSED (Including number, rev. and date)
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

- (d) Alternative B: It is requested that all recommendations be submitted within 21 days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for

receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

NOTE: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 39 of 104 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

PART II

PROVISIONS IN FULL TEXT

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)

- (a) Does the offeror propose to furnish—
- (1) A domestic end product with non-qualifying country components for which the offeror requests duty-free entry; or
 - (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?
- Yes () No ()
- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?
- Yes () No ()
- (2) Has the duty on such foreign supplies been paid?
- Yes () No ()
- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies, which are subject to duty-free entry.

BASIS FOR AWARD (NAVSEA) (SEP 1990)

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items.

WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) (NAVSEA) (JUL 2000)

- (a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) N00164-96-D-0028

- (b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.
- (c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.
- (d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references relating to the first article will not apply.

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

GREATEST VALUE EVALUATION

- (a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to**

the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

Past Performance – more important than Price

Price

- (b) **Although cost is not a weighted evaluation factor, it will not be ignored.** The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.
- (c) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.
- (d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.
- (e) **The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.**

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

NOTE: The solicitation allows for pricing of each year. The proposed unit price per year will be multiplied by a maximum quantity each year. A composite of the totals will be added together for a total.

NOTE:

The Government will evaluate based on ordering anticipated annual quantities as follows for Lot 1 (With First Articles)/CLINs 0001, 0002 & 0003, 0004, 0005 & 0006, 0007, 0008:

CLINs 0001, 0002 & 0003 (Red) -

First Articles	200 EA
(Yr 1 price for minimum qty)*	2,795,000 EA
(Yr 1 price)	* 5,205,000 EA
(Yr 2 price)	* 3,081,818 EA
(Yr 3 price)	* 2,680,000 EA
(Yr 4 price)	* 2,680,850 EA
(Yr 5 price)	* 4,628,000 EA

CLINs 0004, 0005 & 0006 (Blue) -

First Articles	200 EA
(Yr 1 price for minimum qty)*	2,795,000 EA
(Yr 1 price)	* 4,205,000 EA
(Yr 2 price)	* 3,081,818 EA
(Yr 3 price)	* 2,680,000 EA
(Yr 4 price)	* 2,680,850 EA
(Yr 5 price)	* 4,628,000 EA

CLINs 0007 & 0008 (Other) -

(Yr 1 price for minimum qty)*	0 EA
(Yr 1 price)	* 3,000,000 EA
(Yr 2 price)	* 2,000,000 EA
(Yr 3 price)	* 3,000,000 EA
(Yr 4 price)	* 3,000,000 EA
(Yr 5 price)	* 4,000,000 EA

NOTE:

The Government will evaluate based on ordering anticipated annual quantities as follows for Lot 2 (Without First Articles)/CLINs 0001 & 0002, 0003 & 0004, 0005 & 0006:

CLINs 0001& 0002 (Red) -

(Yr 1 price for minimum qty)*	2,795,000 EA
(Yr 1 price)	* 5,205,000 EA
(Yr 2 price)	* 3,081,818 EA
(Yr 3 price)	* 2,680,000 EA
(Yr 4 price)	* 2,680,850 EA
(Yr 5 price)	* 4,628,000 EA

CLINs 0003 & 0004 (Blue) -

(Yr 1 price for minimum qty)*	2,795,000 EA
(Yr 1 price)	* 4,205,000 EA
(Yr 2 price)	* 3,081,818 EA
(Yr 3 price)	* 2,680,000 EA
(Yr 4 price)	* 2,680,850 EA
(Yr 5 price)	* 4,628,000 EA

CLINs 0005 & 0006 (Other) -

(Yr 1 price for minimum qty)*	0 EA
(Yr 1 price)	* 3,000,000 EA

(Yr 2 price)	* 2,000,000 EA
(Yr 3 price)	* 3,000,000 EA
(Yr 4 price)	* 3,000,000 EA
(Yr 5 price)	* 4,000,000 EA

NOTE:

The Government is not obligated to order beyond the minimum quantity even though the above quantities are utilized for evaluation purposes.